



BOARD OF COMMISSIONERS MEETING

Electronic Meeting
October 20, 2020 at 11:00 AM

AGENDA

The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel.

CALL TO ORDER

ROLL CALL

INVOCATION

PUBLIC COMMENT

Public comments will be received by joining the Zoom Meeting.

<https://us02web.zoom.us/j/84141002383?pwd=S2JlOVoreXRzRTZlZmJZZ1lLL2N2UT09>

There will be a three minute time limit for each person wishing to comment. If you exceed that three minute time limit the meeting controller will mute your line.

1. Online Instruction

CONSENT AGENDA (Routine Matters) Mack McDonald, San Juan County Administrator

The Consent Agenda is a means of expediting the consideration of routine matters. If a Commissioner requests that items be removed from the consent agenda, those items are placed at the beginning of the regular agenda as a new business action item. Other than requests to remove items, a motion to approve the items on the consent agenda is not debatable.

2. October 6, 2020 Board of Commission Meeting Minutes

3. Week of 10/7-10/13/2020 Check Registers

4. Consideration of an Agreement with the San Juan County Public Health Department and the State of Utah Health Department for FY21 Violence and Injury Prevention Program contract

5. Consideration of an Agreement between The Utah Highway Safety Office and San Juan County Health Department in support of the rural seat belt pilot program being conducted in San Juan County.

- [6.](#) Consideration and Approval of the purchase of EMS and Sheriff 800 Mhz Radios using CARES Act Funds
- [7.](#) Renew and Extend the County's Drought Declaration
- [8.](#) Consideration and Approval of the UDOT Federal Aid Agreement Contract as a pass-through agency for the McElmo Creek Bridge with an increased cost of \$71,072
- [9.](#) Consideration and approval of the UDOT Federal Aid Agreement Contract for Recapture Creek Bridge with an increased cost of \$46,009

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

10. Employee Recognition, Mack McDonald, Chief Administrative Officer
- [11.](#) Consideration and Approval of the updated Emergency Operations Plan, Tammy Gallegos, Emergency Manager
- [12.](#) Presentation and update on the Aquatic Invasive Species (AIS) Program. Sergeant Krystal Tucker, Utah Division of Wildlife Resources
- [13.](#) Letter of Support for Goosenecks State Parks Dark Sky Designation, Natalie Randall, Director Economic Development & Visitor Services
- [14.](#) Consideration of the Lisbon Valley Mine Plan Modifications Comment Letter, Nick Sandberg, County Public Lands Coordinator

BUSINESS/ACTION

- [15.](#) Consideration and Agreement of a Cooperative Law Enforcement Agreement between San Juan County and the USDA, Forest Service Manti-La Sal National Forest, Sheriff Jason Torgerson
- [16.](#) Consideration and Approval of an Aging Contract for Meals on Wheels Funding with the State of Utah. Tammy Gallegos, Aging Director
- [17.](#) Consideration and Approval of the lease agreement with Horsepower Fleet Leasing, LLC Master Lease Agreement, Mack McDonald, Chief Administrative Officer
- [18.](#) Consideration and Approval of the Deer Haven Park Subdivision Amendment 6, La Sal, Scott Burton, Subdivision Administrator
- [19.](#) Consideration and Approval of the Double R Ranch Subdivision, Amending and vacating Lot 1 of the Dyke Subdivision, La Sal, Scott Burton, Subdivision Administrator
- [20.](#) Consideration and Approval of the Zufelt Subdivision, Lot 4 Amendment, Spanish Valley, Scott Burton, Subdivision Administrator
- [21.](#) Consideration and Approval of the San Juan Estates, Phase 3 Lot 33 Amendment 2, Spanish Valley, Scott Burton, Subdivision Administrator

COMMISSION REPORTS

ADJOURNMENT

The Board of San Juan County Commissioners can call a closed meeting at any time during the Regular Session if necessary, for reasons permitted under UCA 52-4-205

All agenda items shall be considered as having potential Commission action components and may be completed by an electronic method **In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice**

Online Log In Instructions.

Join Zoom Meeting

<https://us02web.zoom.us/j/84141002383?pwd=S2JlOVoreXRzRTZmJZZ1ILL2N2UT09>

Meeting ID: 841 4100 2383

Passcode: 195172

One tap mobile

+16699006833,,84141002383#,,,,,0#,,195172# US (San Jose)

+12532158782,,84141002383#,,,,,0#,,195172# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 841 4100 2383

Passcode: 195172

Find your local number: <https://us02web.zoom.us/j/ketPyNC67I>



BOARD OF COMMISSIONERS MEETING

Electronic Meeting
October 06, 2020 at 11:00 AM

MINUTES

The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel

CALL TO ORDER

ROLL CALL

PRESENT

Commission Chairman Kenneth Maryboy
Commission Vice-Chair Willie Grayeyes
Commissioner Bruce Adams

INVOCATION

PUBLIC COMMENT

Public comments will be accepted through the following google meet link meet.google.com/ptc-paiv-sdo or by phone at +1 716-427-8815 (PIN: 235 323 895#) There will be a three-minute time limit for each person wishing to comment. If you exceed that three-minute time limit the meeting controller will mute your line.

Lynda Smrz – Lynda commented on an event that went on in area BFE which she explained as agriculture. She explained that the event was a commercial event which should have required a Conditional Use Permit. She asked the commission to enforce current zoning ordinances.

Robert Lucero – Robert explained that BFE was rezoned in 2005. He also explained that he was requesting the closure of the Strike Revine Trail due to insurance purposes. Robert presented a map of the area and explained why obtaining insurance was not possible.

Mike Kelso – Mike, who is the current President of Red Rock 4-Wheelers, stated that Red Rock 4-Wheelers does not support the closure of any D-roads. He explained that the Strike Revine Trail has been around since 1988 and he would like it to remain open.

Carolyn Dailey – Carolyn expressed support of Lynda Smrz in opposing the closure of the D-roads making up the Strike Revine Trail.

Mark Boshell – Mark, representing the Governor’s Public Land Policy Coordinating Office, stated that his office as well as the State AG’s office is in support of public access to the roads. He stated that a letter of support to keep the Strike Revine Trail route open was sent to the commission. Mark also explained that the state has an interest in a couple of the roads being proposed for abandonment and that they are part of the RS2477 litigation.

CONSENT AGENDA (Routine Matters) Mack McDonald, San Juan County Administrator

The Consent Agenda is a means of expediting the consideration of routine matters. If a Commissioner requests that items be removed from the consent agenda, those items are placed at the beginning of the regular agenda as a new business action item. Other than requests to remove items, a motion to approve the items on the consent agenda is not debatable.

1. **September 15, 2020 Minutes**
2. **Week of 9/16 and 9/23 Check Registers**
3. **Consideration of an Agreement with the San Juan County Public Health Department and the State of Utah Health Department for COVID-19 San Juan County - PPPHEA 2020 contract amendment.**
4. **Consideration of an Agreement with the San Juan County Public Health Department and the State of Utah Health Department for 2019-2023 Healthy Living Through Environment, Policy and Improved Clinical Care (EPICC) Amendment 5**
5. **Consideration of an Agreement with the San Juan County Public Health Department and the State of Utah Health Department for Local Health Dept WIC Program - San Juan Amendment 2**
6. **Small Purchase Order Request for \$12,500 to Phillips Electric Inc for the purchase of a generator for the landfill operations.**
7. **Purchase of Communication Radios for the Public Safety Building of \$12,999.31 using CARES Act Funds.**

Mack reviewed the consent agenda with the commission and briefly explained agreements and purchases being considered for approval.

He also reviewed the remainder of the commission agenda under Recognitions, Presentations, & Information Items and Business/Action items

A motion was made by Commissioner Adams to accept the Consent Agenda. The motion was seconded by Commission Vice-Chair Grayeyes.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

8. **Bluff River Trail Support Letter, Nick Sandberg, San Juan County Public Lands Coordinator**

Nick Sandberg discussed findings by the BLM on an Environmental Assessment of the proposed Bluff River Trail system which resulted in a finding of No Significant Impact. He explained that the planning of the trail 10.6 mile system has been in the works for several years. Nick also stated where the trail is located and stated the uses of the trail. Nick proposed a support letter from the commission of the trail system and concurring with the BLM of its finding of No Significant Impact.

A motion was made by Commissioner Adams to accept the letter of support. The motion was seconded by Commission Vice-Chair Grayeyes who asked why the environmental process took so long.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

9. **BLM presentation of the new Management Team and Tribal Liaison and an update from the Canyon Country District, Gary Torres, Canyon Country District Manager**

Gary updated the commission on activities of the BLM, spoke of hiring of the Supervisory Law Enforcement Ranger and mentioned the program of free wood permits which will stay in place through the end of December.

Amber, acting BLM manager in Monticello, discussed several staffing updates in the local BLM offices and what their rolls will be. Amber also updated the commission on several projects that the BLM is involved with and discussed the status of each project.

Commissioner Grayeyes thanked the BLM for the Firewood permit program which was presented to the Navajo Mountain Chapter and other chapters in the county. Nicole from the Moab Field Office also briefly discussed area projects as well as thanked Nick Sandberg for comments on the Canyon Rims Travel Management Plan.

10. **A request of support to extend U.S. Route 163 west to Interstate 15 near St. George and east to U.S. 160 in southwest Colorado to help out with tourism and commerce. Landry H.**

Landry Heaton discussed a proposed plan to extend highway 163, by designation, from I-15 east through Aneth to the Utah Colorado border. He stated that the original proposed plan to extend the highway was first proposed in 1987.

A motion was made by Commissioner Adams to support the plan. The motion was seconded by Commission Vice-Chair Grayeyes.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

- 11. Discussion and request to appeal Centrally Assessed Tax Appeals made to the State of Utah Tax Commission by Elk Petroleum a request for an \$18,000,000 reduction in value, Delhi Trading a \$483,000 reduction and Holliday Construction a \$225,413 reduction in value. Kendall Laws, County Attorney**

Mack explained that centrally assessed values to Elk Petroleum, Delhi Trading, and Holliday Construction were being appealed to the state. He asked the commission if they would approve the county to use outside council to file cross appeals. County Attorney, Kendall Laws, stated that the cross appeals would give the county a voice in the appeal process.

A motion to allow outside legal counsel to file cross appeals was made by Commission Vice-Chair Grayeyes and seconded by Commissioner Adams.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

BUSINESS/ACTION

- 12. Public Hearing and Consideration of the private request for the County to vacate portions of D-2475, D-0674, D-2765, D-2762, D-2764, D-2473 and D-2374, TJ Adair, Road Department Superintendent**

Clark Hawkins, San Juan County Road Department, stated that there has been a request from Robert Lucero, CEO of BFE, to close a number of D-roads in order to expand the business. Clark stated that the reasons for the request are because BFE could not obtain insurance for property upgrades. Clark also mentioned that the State of Utah is not in favor of the road closures. He also explained that the road closures may effect current RS2477 litigation that the county is involved in.

Robert Lucero presented and stated that over the course of a couple of years he has met with the county and the state to talk about the business expansion of BFE into a resort and discuss the rerouting of the Strike Ravine Trail. He also explained that trails shooting off from Strike Ravine as well as the environment are being damaged by individuals recreating on the property. Along with environment damage there are also safety issues to individuals as they recreate and maneuverer the rough terrain. Robert also explained that because of these factors, he has been unable to obtain insurance. He also reviewed several maps of the area and discussed how leaving the roads open effect his business.

A motion to go into Public Hearing was made by Commissioner Adams, The motion was seconded by Commission Vice-Chair Grayeyes.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

Public Comments:

Mike Kelso - Mike explained that efforts by the Red Rock 4-Wheelers were made to work with BFE to mitigate risks on the Strike Ravine Trail by proposing to put up signs and fencing, but were refused.

Lynda Smrz - Lynda spoke about zoning and explained that the BFE is in an A1 zone. She also stated that damage to the area has been done by outside tourists who do not take care of the trail or take care of the land.

John Marsh - John explained that the property owner, BFE, should be able to use their property as desire, but that they should be responsible for maintaining and renovation of the property. He also felt that a request to close the county roads was going a little too far. John also suggested that the property be rezoned and appropriate property taxes be assessed.

Online Comments:

Kurt Williams – Kurt, from Salt Lake City, represented Expedition Utah and the Utah 4-Wheel Drive Association. He stated that he and his organizations support public land access

Ben Burr – Ben, representing Blue Ribbon Coalition which fight for public land access, explained that his organization is opposed to the road closure in this instance. He also stated that his organization also supports private property rights and invited Mr. Lucero to reach out to his organization to help solve the problem.

Mark Boshell – Mark, from the Governor’s Public Land Policy office, clarified previous statements that he made about public rights of way and showed support of the county’s right to maintain roads or not maintain roads as the county see fit.

Phil Lyman - Phil explained that the county may need to be careful about setting a precedent that could affect future decisions.

A motion to leave public hearing was made by Commissioner Adams, Seconded by Commission Vice-Chair Grayeyes.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

A motion to deny the proposed application while encouraging the two parties to work together to improve access to the area was made by Commissioner Adams and seconded by Commission Vice-Chair Grayeyes.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

13. Consideration of an Agreement with the San Juan County Public Health Department and the State of Utah Health Department for Maternal and Child Health FFY 2021 – Kirk Benge, Public Health Director

Kirk requested that the commission renew a contract for Maternal and Child Health which is used to promote child health and wellness, breast feeding, and postpartum depression in mothers. He explained that until contract details are worked out the contract amount to the county is \$8,000.

A motion to approve the contract was made by Commission Vice-Chair Grayeyes and seconded by Commissioner Adams.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes,

Commissioner Adams

14. Consideration of a Recreate Responsibly Avalanche Memorandum of Understanding with Utah Avalanche Center using CARES Act Funds. Mack McDonald, Chief Administrative Officer

Mack presented a MOU with the Utah Avalanche Center for consideration. He explained that the county would contribute \$500 annually to support the efforts of the Utah Avalanche Center to provide safety information to visitors during the winter months.

A motion to support the MOU was made by Commission Vice-Chair Grayeyes and seconded by Commissioner Adams.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

15. RESOLUTION OF APPOINTMENT OF A SAN JUAN COUNTY REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE FOR THE UTAH COUNTIES INDEMNITY POOL ANNUAL MEMBERSHIP MEETING, Mack McDonald, Chief Administrative Officer

Mack presented for approval a resolution appointing a representative and an alternate representative at the UCIP meeting in St. George. He explained that Commissioner Adams is already on the board and so an alternate representative would need to be approved.

A motion was made by Commissioner Adams supporting the resolution and approving Commissioner Grayeyes as the alternate representative. The motion was seconded by Commission Vice-Chair Grayeyes.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

16. A RESOLUTION RECOMMENDING AND ENCOURAGING THE NAVAJO NATION TO ALLOW SAN JUAN COUNTY TO MAINTAIN ALL "B" ROADS IN THE SAN JUAN, UTAH PORTIONS OF THE NAVAJO NATION AND AMEND THE CURRENT INTERGOVERNMENTAL AGREEMENT TO PERFORM MAINTENANCE OF THESE ROADS, Mack McDonald, Chief Administrative Officer

Mack presented a resolution encouraging the Navajo Nation to allow the county to maintain all B-roads on the Utah portion of the Navajo Nation and amend the intergovernmental agreement.

Larry Tuni, Dennehotso Chapter President, spoke in favor of approving the proposed resolution.

Matthew Austin, Dennehotso Chapter Manager, also spoke in favor of approving the proposed resolution. He explained that he has family members who live along routes not currently maintained by San Juan County.

A motion to approve the resolution was made by Commissioner Adams and seconded by Commission Vice-Chair Grayeyes.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

17. Consideration of a Support Letter authorizing the County Chief Administrative Officer to apply on behalf of the Historical Commission for \$35,000 of funding from the Utah Navajo Trust Fund-Non-Chapter Funding for the replacement of the existing roof structure of the Historic Oljato Trading Post. Mack McDonald, Chief Administrative Officer.

Mack presented for consideration a letter of support allowing the county administrator to apply for funding, on behalf of the Historical Commission, to replace the roof of the historic Oljato Trading Post in the amount of \$35,000. Mack stated that other grants have already been obtained to help with other parts of the project.

A motion to approve the letter of support was made by Commission Vice-Chair Grayeyes and seconded by Commissioner Adams.

Voting Yea: Commission Vice-Chair Grayeyes, Commissioner Adams

Voting Nay: Commission Chairman Maryboy

COMMISSION REPORTS

Commissioner Adams - Commissioner Adams reported on attending a UAC meeting in Midway which was very informative

Commissioner Grayeyes - Commissioner Grayeyes reported on doing work for the Navajo Mountain Chapter.

Commissioner Maryboy - Commissioner Maryboy reported that he has been getting ready to meet with Utah Farmer's on a visit where they will visit areas in the Bluff and Montezuma Creek area. He also expressed concern for President Trump who was infected with COVID-19

ADJOURNMENT

A motion to adjourn the meeting was made by Commission Vice-Chair Grayeyes and seconded by Commissioner Adams.

Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

**San Juan County
Disbursement Listing**

Item 3.

General Fund Checking - Zions 566101143 - 10/07/2020 to 10/13/2020

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Sentry Safe	115867	10/08/2020	\$12.00			Purchasing
4 Corners Electric	115868	10/13/2020	\$2,486.78			Purchasing
A-1 Collection Agency	115869	10/13/2020	\$4.25			Purchasing
Abbott & Associates PC	115870	10/13/2020	\$360.00			Purchasing
Abbott Laboratories	115871	10/13/2020	\$1,096.61			Purchasing
Amerigas Propane LP	115872	10/13/2020	\$425.00			Purchasing
Begay, Jay	115873	10/13/2020	\$302.85			Purchasing
Begay, Lena B.	115874	10/13/2020	\$240.00			Purchasing
Best Deal Spring Inc.	115875	10/13/2020	\$1,899.42			Purchasing
Blanding City	115876	10/13/2020	\$154.59			Purchasing
Blue Mountain Foods	115877	10/13/2020	\$92.84			Purchasing
Blue Mountain Meats Inc.	115878	10/13/2020	\$1,024.39			Purchasing
Brantley Distributing LLC.	115879	10/13/2020	\$1,451.60			Purchasing
CenturyLink	115880	10/13/2020	\$1,403.11			Purchasing
Choice NTUA Wireless	115881	10/13/2020	\$92.21			Purchasing
Cintas Corporation #108	115882	10/13/2020	\$72.34			Purchasing
Clark, Sharmayne	115883	10/13/2020	\$560.00			Purchasing
Collins, Catherine	115884	10/13/2020	\$560.00			Purchasing
CPI Foods Inc	115885	10/13/2020	\$3,412.31			Purchasing
Department of Health	115886	10/13/2020	\$3,584.95			Purchasing
Dominion Energy	115887	10/13/2020	\$720.14			Purchasing
Earthgrains / Sara Lee Bakery	115888	10/13/2020	\$112.00			Purchasing
eClinicalWorks LLC	115889	10/13/2020	\$599.00			Purchasing
Einerson, Dantzelle	115890	10/13/2020	\$3,458.00			Purchasing
Emery Telcom	115891	10/13/2020	\$3,090.61			Purchasing
Empire Electric Assoc. Inc.	115892	10/13/2020	\$5,146.70			Purchasing
Farmers Telecommunications Inc	115893	10/13/2020	\$54.99			Purchasing
Four Corners Welding & Gas	115894	10/13/2020	\$119.00			Purchasing
Four States Tire & Service	115895	10/13/2020	\$2,414.65			Purchasing
Frontier	115896	10/13/2020	\$4,511.87			Purchasing
Grand Junction Peterbilt	115897	10/13/2020	\$209.19			Purchasing
Holiday, Bessie M.	115898	10/13/2020	\$560.00			Purchasing
ImageNet Consulting LLC	115899	10/13/2020	\$48.23			Purchasing
Intermountain Traffic Safety	115900	10/13/2020	\$1,637.37			Purchasing
Jacco Distributing Company	115901	10/13/2020	\$395.25			Purchasing
Joe, Lita	115902	10/13/2020	\$560.00			Purchasing
JVP Inc.	115903	10/13/2020	\$4.38			Purchasing
K&H Integrated Print Solutions	115904	10/13/2020	\$977.13			Purchasing
Kris Black Agency	115905	10/13/2020	\$1,545.00			Purchasing
Lansing, Loleta	115906	10/13/2020	\$560.00			Purchasing
Larry H. Miller	115907	10/13/2020	\$78.00			Purchasing
Life-Assist Inc.	115908	10/13/2020	\$523.63			Purchasing
Main Street Drug and Boutique	115909	10/13/2020	\$43.01			Purchasing
McDaniel, Robin	115910	10/13/2020	\$502.50			Purchasing
Minerals Technology Corp.	115911	10/13/2020	\$1,882.69			Purchasing
Montella's Repair Inc.	115912	10/13/2020	\$162.00			Purchasing
Monticello City	115913	10/13/2020	\$7,810.79			Purchasing
Monticello Home & Auto Supply	115914	10/13/2020	\$1,056.53			Purchasing
Monticello Mercantile	115915	10/13/2020	\$294.38			Purchasing
Morris, Rose	115916	10/13/2020	\$555.00			Purchasing
Morris, Vance	115917	10/13/2020	\$560.00			Purchasing
Motor Parts	115918	10/13/2020	\$639.14			Purchasing
Mountainland Supply Co	115919	10/13/2020	\$4,541.92			Purchasing
New Technology Solutions	115920	10/13/2020	\$445.00			Purchasing
Nicholas & Company	115921	10/13/2020	\$3,846.72			Purchasing
Office Depot	115922	10/13/2020	\$204.96			Purchasing
Packard Wholesale Co.	115923	10/13/2020	\$712.76			Purchasing
Page Steel	115924	10/13/2020	\$1,998.69			Purchasing
Postmaster	115925	10/13/2020	\$76.00			Purchasing
Premier Vehicle Installation	115926	10/13/2020	\$46,076.30			Purchasing
Pugh, Delton	115927	10/13/2020	\$44.00			Purchasing
Pure Country Water	115928	10/13/2020	\$442.00			Purchasing
Quill Corporation	115929	10/13/2020	\$456.12			Purchasing
Redd's Ace Hardware	115930	10/13/2020	\$250.46			Purchasing
Rock, Christine	115931	10/13/2020	\$560.00			Purchasing
Rocky Mountain Power	115932	10/13/2020	\$221.24			Purchasing
San Juan Clinic	115933	10/13/2020	\$160.00			Purchasing

**San Juan County
Disbursement Listing**

Item 3.

General Fund Checking - Zions 566101143 - 10/07/2020 to 10/13/2020

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
San Juan Foundation	115934	10/13/2020	\$25.00			Purchasing
San Juan Pharmacy Blanding	115935	10/13/2020	\$19.25			Purchasing
San Juan Record	115936	10/13/2020	\$805.00			Purchasing
Silas, Marilyn	115937	10/13/2020	\$560.00			Purchasing
SJC Inmate Account	115938	10/13/2020	\$1,695.18			Purchasing
Snap - On Tools	115939	10/13/2020	\$64.50			Purchasing
Sterling Codifiers/ American Legal Pub	115940	10/13/2020	\$3,570.00			Purchasing
Tiefenbach North America LLC	115941	10/13/2020	\$37.84			Purchasing
Tsosie, Terry	115942	10/13/2020	\$560.00			Purchasing
U.S. Bank Corporate Payment	115943	10/13/2020	\$27,124.37			Purchasing
US Postal Service	115944	10/13/2020	\$3,000.00			Purchasing
Utah Sheriff's Association	115945	10/13/2020	\$3,765.40			Purchasing
Utah Telehealth Network	115946	10/13/2020	\$481.00			Purchasing
VelocityNet LLC	115947	10/13/2020	\$49.00			Purchasing
Verizon Wireless	115948	10/13/2020	\$256.76			Purchasing
Waste Management of Colorado	115949	10/13/2020	\$310.90			Purchasing
Wex Bank	115950	10/13/2020	\$7.15			Purchasing
Wheeler Machinery Company	115951	10/13/2020	\$1,427.49			Purchasing
Zion's Way Home Health & Hospice	115952	10/13/2020	\$1,914.94			Purchasing
			\$165,776.38		\$0.00	



COMMISSION STAFF REPORT

MEETING DATE: October 20, 2020

SUBMITTED BY: Kirk Bengé, Director, Public Health

TITLE: Consideration of an Agreement with the San Juan County Public Health Department and the State of Utah Health Department for FY21 Violence and Injury Prevention Program contract

RECOMMENDATION: Recommend Sign Contract

SUMMARY

The purpose of this contract is to provide support in order to maintain the violence and injury prevention program in the health district.

The service period of this contract is 10/01/2020 through 09/30/2021.

The state health department agrees to pay \$50,539.58 in accordance with the provisions of this contract. This contract is funded with 100% federal funds.

HISTORY/PAST ACTION

This is a continuation of the Violence and Injury Prevention Program (VIPP) which has been renewed annually between the Utah Dept of Health and San Juan Public Health since 2015.

FISCAL IMPACT

The current proposed budget included VIPP estimated revenue of \$14,500. This contract increases required programmatic revenues (and anticipated expenditures) by approximately \$36,000



UTAH DEPARTMENT OF HEALTH CONTRACT

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2124508
Department Log Number

212700635
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan Public Health Department - FY21 Violence and Injury Prevention Program
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding UT, 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding UT, 84511

Vendor ID: 06866HL
Commodity Code: 99999

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide support in order to maintain the violence and injury prevention program in the health district..
4. **CONTRACT PERIOD:** The service period of this contract is 10/01/2020 through 09/30/2021, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$50,539.58 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

Kirk Bengé
(435) 359-0038
kbenge@sanjuancounty.org

DEPARTMENT

Disease Control and Prevention
Health Promotion
Vanonda Kern
(385) 267-6528
vkern@utah.gov

7. **SUB – RECIPIENT INFORMATION:**

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Maternal and Child Health Services Block Grant to the States	Award Number:	BO4MC28130
Name of Federal Awarding Agency:	CDC	Federal Award Identification Number:	BO4MC28130
CFDA Title:	Maternal and Child Health Services Block Grant to the States	Federal Award Date:	10/1/2020
CFDA Number:	93.994	Funding Amount:	\$10280.00

Federal Program Name:	PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT	Award Number:	1 NB01OT009323-01-00
Name of Federal Awarding Agency:	CDC	Federal Award Identification Number:	NB01OT009323
CFDA Title:	PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT	Federal Award Date:	8/7/2020
CFDA Number:	93.991	Funding Amount:	\$4311.00

Federal Program Name:	HRRDM; PUBLIC SAFETY & PUBLIC HEALTH INFO CAT 6	Award Number:	2018-PM-BX-K021
Name of Federal Awarding Agency:	BJA	Federal Award Identification Number:	2018-PM-BX-K021
CFDA Title:	HAROLD ROGERS PRESCRIPTION DRUG MONITORING PROGRAM	Federal Award Date:	9/25/2018
CFDA Number:	16.754	Funding Amount:	\$7792.70

Federal Program Name:	UTAH OVERDOSE TO ACTION	Award Number:	1 NU17CE925013-02-00
Name of Federal Awarding Agency:	CDC	Federal Award Identification Number:	NU17CE925013
CFDA Title:	Injury Prevention and Control Research and State and Community Based Programs	Federal Award Date:	7/29/2020
CFDA Number:	93.136	Funding Amount:	\$22155.88

Federal Program Name:	CORE STATE VIOLENCE AND INJURY PREVENTION	Award Number:	5NU17CE924839-04-03
Name of Federal Awarding Agency:	CDC	Federal Award	5NU17CE924839

Agency:		Identification Number:	
CFDA Title:	Injury Prevention and Control Research and State and Community Based Programs	Federal Award Date:	6/19/2020
CFDA Number:	93.136	Funding Amount:	\$6000.00

8. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: SPECIAL PROVISIONS
Attachment B: MCH activities
Attachment C: PBG activities
Attachment D: Category 6 activities
Attachment E: Data to Action activities
Attachment F: CORE Activities

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations, or actions applicable to services provided herein.
- B. All Assurances and all responses to bids as provided by the CONTRACTOR.
- C. Utah Department of Health General Provisions and Business Associates Agreement currently in effect until 6/30/2023.

10. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
-

Intentionally Left Blank

Contract with Utah Department of Health and San Juan County, Log # 2124508

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Kenneth Maryboy Date
County Commission Chair

By: _____
Shari A. Watkins, C.P.A. Date
Director, Office Fiscal Operations

**Special Provisions – Attachment A
San Juan County Health Department
Violence & Injury Prevention Program
October 1, 2020 – September 30, 2021**

I. DEFINITIONS:

- A. "ULACHES" means Utah Local Association of Community Health Education Specialists (attachment B).
- B. "Safe Dates Program" is a school-based prevention program for middle and high school students designed to stop or prevent the initiation of dating violence victimization and perpetration, including the psychological, physical, and sexual abuse that may occur between youths involved in a dating relationship (attachment B & C).
- C. "Bystander Programs" refers to evidence-based bystander intervention programs. (attachment B & C).
- D. "Pax Good Behavior Game" is a universal preventive intervention used by teachers and schools to teach self-regulation, self-management, and self-control in young people (attachment B & C).
- E. "Wyman's Teen Outreach Program" is a public health program that promotes positive youth development through a social-emotional learning curriculum, community service learning, and supportive relationships with adults (attachment B & C).
- F. "EITC" means Earned Income Tax Credit (attachment B & C).
- G. "Catalyst" is a reporting system, where local health departments will be reporting completed activities, successes, and/or challenges (attachment C & F)
- H. "Opioid Overdose Community Crisis Response Teams" refers to a public health formed team, formed to address opioid overdose, with a community-level approach (attachment D & E).
- I. "Opioid Overdose Community Crisis Response Plan" refers to a specific plan, addressing opioid overdose, from a community level approach, in the event of a crisis, or spike in overdose data (attachment D & E).
- J. "UCO-OP Steering Committee" refers to the Utah Coalition for Opioid Overdose Prevention Steering Committee (attachment E).

II. FUNDING:

- A. Total Funding is \$50,539.58 in federal and state funding.
 - 1. Maternal and Child Health Block Grant; activities listed in Attachment B.
 - a) \$10,280.00 shall be reimbursed for the period of October 1, 2020 to September 30, 2021.
 - 2. Preventive Health and Human Services Block Grant; activities listed in Attachment C.
 - a) \$4,311.00 shall be reimbursed for the period of October 1, 2020 to September 30, 2021.
 - 3. Comprehensive Opioid Abuse Site-based Program Category 6: Public Safety, Behavioral Health, and Public Health Information-sharing Partnerships Grant; activities listed on Attachment D.
 - a) \$7,792.70 shall be reimbursed for the period of October 1, 2020 to September 30, 2021.
 - 4. Utah Overdose Data to Action Grant; activities listed in Attachment E.
 - a) \$22,155.88 shall be reimbursed for the period September 1, 2020 to August 31, 2021.
 - 5. Core SVIPP Grant Funds: activities listed Attachment F.
 - a) \$6,000.00 shall be reimbursed for the period August 1, 2020 to July 31, 2021.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum amount of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.

1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the MER submitted to the DEPARTMENT.

III. DEPARTMENT CONTACT:

- A. The day to day program contact is Lauren Radcliffe, lradcliffe@utah.gov, 385-303-2303.

IV. RESPONSIBILITIES OF DEPARTMENT:

- A. DEPARTMENT agrees to provide written confirmation of receipt of reports within 10 working days.
- B. DEPARTMENT agrees to provide written or over the phone feedback on results/progress within 20 working days of receipt of report.
- C. DEPARTMENT agrees to provide training and technical assistance as requested/needed.
- D. DEPARTMENT agrees to conduct one site visit during the contract period at mutually agreed upon times with a jointly developed agenda during contract period.

V. RESPONSIBILITIES OF SUB-RECIPIENT:

- A. Reports on the progress report measures for each of their activities as listed in the Catalyst web-based application system or other agreed upon reporting system. Progress reports shall be submitted quarterly by the 15th of December, March, June, and September.
- B. SUB-RECIPIENT shall perform its SUB-RECIPIENT responsibilities as set forth in Attachments B, C, D, E, and F.

VI. ADMINISTRATIVE REQUIREMENT:

- A. The CONTACTOR shall conform to the Americans with Disabilities Act (ADA) including associated regulations and policies and Civil Rights laws, regulations and policies, which includes providing reasonable accommodations to those with disabilities and displaying required notices of rights.

Attachment B
San Juan County Health Department
Violence & Injury Prevention Program
October 1, 2020 – September 30, 2021

Maternal and Child Health Block Grant

Grant# B04MC28130 - CFDA 93.994 - LEJ-4328-MCH0-MBG21

I. FUNDING:

- A. Total Funding is \$10,280.00 for October 1, 2020 thru September 30, 2021.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
 - 1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
 - 2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
 - 3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.

II. RESPONSIBILITIES OF SUB-RECIPIENT:

The SUB-RECIPIENT shall:

- A. Participate in the Safe Kids Local Coalition:
 - 1. Attend at least four (4) coalition meetings during the contract period.
 - 2. Expand partnerships with organizations that may contribute to the purpose of keeping kids safe through a shared risk and protective factor approach. These may include:
 - a) School district partners
 - b) Housing partners
 - c) Food security
 - d) Business/economic partners
 - e) Local Communities That Care partners
 - f) Youth council representatives
 - g) Other non-traditional and relevant partners that are working on shared risk and protective factors
- B. Participate in the ULACHES Injury Workgroup.
- C. Document one success story related to bullying prevention efforts through a shared risk and protective factor approach in Catalyst.
- D. Develop strategies to address bullying through a shared risk and protective factor approach. The strategies must encompass one or more of the following activities and must impact another negative health outcome. Additional approved strategies can be adapted from the [Menu of Violence and Injury Prevention Strategies from the Colorado Department of Public Health and Environment](https://docs.google.com/document/d/1bePpITN1iVJ0VTK9GR_dnCENvVGe27sshUxsr0h8l58/edit) until a similar menu can be adapted for Utah (https://docs.google.com/document/d/1bePpITN1iVJ0VTK9GR_dnCENvVGe27sshUxsr0h8l58/edit). Strategies must be reported in Catalyst by December 15, 2020.
 - 1. Health Care Access
 - a) Policies and programs shown to improve access to care including behavioral health care
 - 2. Social Norms
 - a) Policies and programs shown to change harmful social norms such as:
 - (1) Positive parenting strategies

- (2) Safe Dates program
 - (3) Bystander programs (Upstanding)
 - (4) Spanking prevention strategies (No Hit Zones)
 - b) Policies and programs that support implementation of evidence based curriculum in the community and schools that improve health such as:
 - (1) Pax Good Behavior Game
 - (2) Safe Dates
 - (3) Wyman's Teen Outreach Program (TOP) (Pre-approval and coordination needed with Family and Youth Outreach Program within the Bureau of Maternal and Child Health)
 - c) Policies and programs shown to improve parent/child resilience such as:
 - (1) Parents as Teachers (Coordination needed with the Office of Home Visiting)
 - (2) Child Parent Centers
- 3. Economic Stability
 - a) Policies and programs shown to increase economic stability such as:
 - (1) Housing stability approaches
 - (2) Comparable worth policies
 - (3) Increases in EITC filings
- 4. Connectedness
 - a) Policies and programs shown to increase connectedness such as:
 - (1) Community events that bring residents together
 - (2) Promoting family meals
- 5. Enhance the Physical Environment
 - a) Policies and programs that enhance the physical environment to improve injury or violence outcomes such as:
 - (1) Implementing a systemic trauma informed approach
 - (2) Approaches that modify the physical and social environment to prevent crime and youth violence (increasing lighting, managing accessibility to buildings and public spaces, street cleaning, increasing security, abandoned building and vacant lot remediation, creating green space, and sponsoring community events that bring residents together.

III. ADMINISTRATIVE REQUIREMENTS:

- A. SUB-RECIPIENT shall include the following statement on all products produced by Maternal and Child Health Block Grant funds: "This project was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under CFDA #93.994 Maternal and Child Health Services - Title V Block Grant. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

Attachment C
San Juan County Health Department
Violence & Injury Prevention Program
October 1, 2020 – September 30, 2021

Preventive Health and Human Services Block

Grant# 1 NB01OT009323-01-00 - CDFA 93.991 - LEJ-4323-LHD-BLK21

I. FUNDING:

- A. Total Funding is \$4,311.00 for October 1, 2020 thru September 30, 2021.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
 - 1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
 - 2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
 - 3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.

II. RESPONSIBILITIES OF SUB-RECIPIENT:

The SUB-RECIPIENT shall:

- A. Maintain one injury prevention program with a designated injury prevention coordinator to implement a shared risk and protective factor approach.
- B. Maintain at least one employee who has the skills to:
 - 1. Describe and explain shared risk and protective factors of injury and violence
 - 2. Access, interpret, and use indicator data linked to shared risk and protective factors
 - 3. Plan and implement shared risk and protective factor prevention activities based on evidence based or promising interventions
 - 4. Serve as a resource for at least one specific risk or protective factor.
- C. Maintain at least one (1) employee to receive and utilize indicator reports published by VIPP and other sources and have the ability to use the UDOH Indicator Based Information System (IBIS) query system to obtain local data on these indicators
- D. The injury coordinator and staff will complete the following required trainings and provide the DEPARTMENT with documentation of completed trainings:
 - 1. VIPP Shared Risk and Protective Factors 101
 - 2. VIPP Shared Risk and Protective Factors 201

In addition, the injury coordinator will complete at least two of the following trainings and provide the department documentation of completed trainings:

 - 1. [New Recommendations: Strategies to Address Shared Risk and Protective Factors for Driver Safety \(CEU: 1 Hour\)](https://training.safestates.org/course/https-www-safestates-org-page-srpfdriving/)
(<https://training.safestates.org/course/https-www-safestates-org-page-srpfdriving/>)
 - 2. [Let's Talk: Shared Risk and Protective Factors – Creating Social and Community Connectedness \(CEU: 0 Hour\)](https://training.safestates.org/course/lets-talk-shared-risk-and-protective-factors-creating-social-and-community-connectedness/) (<https://training.safestates.org/course/lets-talk-shared-risk-and-protective-factors-creating-social-and-community-connectedness/>)
 - 3. [Let's Talk: Shared Risk and Protective Factors – Establishing Neighborhood & Built Environments \(CEU: 0 Hour\)](https://training.safestates.org/course/lets-talk-shared-risk-protective-factors-establishing-neighborhood-built-environments/) (<https://training.safestates.org/course/lets-talk-shared-risk-protective-factors-establishing-neighborhood-built-environments/>)
 - 4. [Let's Talk: Shared Risk and Protective Factors – Access to Health Care \(CEU: 0 Hour\)](https://training.safestates.org/course/lets-talk-shared-risk-protective-factors-access-to-health-care/) (<https://training.safestates.org/course/lets-talk-shared-risk-protective-factors-access-to-health-care/>)

5. [Let's Talk: Shared Risk and Protective Factors – Educational Achievement \(CEU: 0 Hour\)](https://training.safestates.org/course/lets-talk-shared-risk-protective-factors-educational-achievement/) (<https://training.safestates.org/course/lets-talk-shared-risk-protective-factors-educational-achievement/>)
 6. [Let's Talk: Shared Risk and Protective Factors – Economic Stability \(CEU: 0 Hour\)](https://training.safestates.org/course/lets-talk-shared-risk-protective-factors-economic-stability/) (<https://training.safestates.org/course/lets-talk-shared-risk-protective-factors-economic-stability/>)
 7. [Applying a Shared Risk & Protective Factor Approach to Injury and Violence Prevention – Evaluating Shared Risk and Protective Factors to Address ACEs, Suicide, and Opioid Misuse – Examples from States \(CEU: 1 Hour\)](https://training.safestates.org/course/applying-a-shared-risk-protective-factor-approach-to-injury-and-violence-prevention-evaluating-shared-risk-and-protective-factors-to-address-aces-suicide-and-opioid-misuse-examples-from-state/) (<https://training.safestates.org/course/applying-a-shared-risk-protective-factor-approach-to-injury-and-violence-prevention-evaluating-shared-risk-and-protective-factors-to-address-aces-suicide-and-opioid-misuse-examples-from-state/>)
 8. [Applying a Shared Risk & Protective Factor Approach to Injury and Violence Prevention – Leveraging Injury Prevention Efforts to Address ACEs, Suicide, and Opioid Misuse – Examples from States \(CEU: 1 Hour\)](https://training.safestates.org/course/applying-a-shared-risk-protective-factor-public-health-approach-to-injury-and-violence-prevention-leveraging-injury-prevention-efforts-to-address-aces-suicide-and-opioid-misuse-examples-from/) (<https://training.safestates.org/course/applying-a-shared-risk-protective-factor-public-health-approach-to-injury-and-violence-prevention-leveraging-injury-prevention-efforts-to-address-aces-suicide-and-opioid-misuse-examples-from/>)
- E. Document one success story that resulted from shared risk and protective factors efforts in Catalyst.
- F. Expand their prevention partnerships to include the local substance authority, and at least one of the following:
1. School district partners
 2. Housing partners
 3. Food security
 4. Business/economic partners
 5. Local *Communities That Care* partners
 6. Youth council representatives
 7. Other non-traditional and relevant partners that are working on shared risk and protective factors
- H. Develop strategies to address shared risk and protective factors across multiple violence and injury prevention topic areas. This can be implemented virtually. This strategy must encompass one or more of the following approaches and must impact two or more violence and injury prevention topics. Additional approved strategies can be adapted from the [Menu of Violence and Injury Prevention Strategies from the Colorado Department of Public Health and Environment](https://docs.google.com/document/d/1bePpITN1iVJ0VTK9GR_dnCENvVGe27sshUxsr0h8l58/edit) until a similar menu can be adapted for Utah (https://docs.google.com/document/d/1bePpITN1iVJ0VTK9GR_dnCENvVGe27sshUxsr0h8l58/edit). Strategies must be reported in Catalyst by December 15, 2020.
1. Health Care Access
 - a) Policies and programs shown to improve access to care including behavioral health care
 2. Social Norms
 - a) Policies and programs shown to change harmful social norms including, but not limited to:
 - (1) Positive parenting strategies
 - (2) Safe Dates program
 - (3) Bystander programs (Upstanding)
 - (4) Spanking prevention strategies (No Hit Zones)
 - b) Policies and programs that support implementation of evidence based curriculum in the community and schools that improve health including, but not limited to:

- (1) Pax Good Behavior Game
 - (2) Safe Dates
 - (3) Wyman's Teen Outreach Program (TOP) (Pre-approval and coordination needed with Family and Youth Outreach Program within the Bureau of Maternal and Child Health)
- c) Policies and programs shown to improve parent/child resilience such as including, but not limited to:
 - (1) Parents as Teachers (Coordination needed with the Office of Home Visiting)
 - (2) Child Parent Centers
- 3. Economic Stability
 - a) Policies and programs shown to increase economic stability including, but not limited to:
 - 1) Housing stability approaches
 - 2) Comparable worth policies
 - 3) Increases in EITC filings
- 4. Connectedness
 - a) Policies and programs shown to increase connectedness including, but not limited to:
 - (1) Community, social, school, workplace, etc. events that bring residents together Promoting family meals
- 5. Enhance the Physical Environment
 - a) Policies and programs that enhance the physical environment to improve injury or violence outcomes including, but not limited to:
 - (1) Implementing a systemic trauma informed approach
 - (2) Approaches that modify the physical and social environment to prevent crime and youth violence (increasing lighting, managing accessibility to buildings and public spaces, street cleaning, increasing security, abandoned building and vacant lot remediation, creating green space, and sponsoring community events that bring residents together.

Attachment D
San Juan County Health Department
Violence & Injury Prevention Program
October 1, 2020 – September 30, 2021

Comprehensive Opioid Abuse Site-based Program Category 6: Public Safety, Behavioral Health, and Public Health Information-sharing Partnerships Grant

Grant# 2018-PM-BX-K021 - CFDA 16.754 - LEJ-3815-PSP20

I. FUNDING:

- A. Total Funding is \$7,792.70 for October 1, 2020 thru September 30, 2021.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
 - 1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
 - 2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
 - 3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.

II. RESPONSIBILITIES OF SUB-RECIPIENT:

The SUB-RECIPIENT shall:

- A. Send one (1) staff a DEPARTMENT sponsored and facilitated training on dashboard interpretation and data dissemination.
- B. Check dashboard data weekly for data anomalies and determination of further data review.
- C. Coordinate Opioid Overdose Community Crisis Response Teams to include regular dashboard data updates.
- D. Electronically notify DEPARTMENT if action is taken as a result of data anomalies.
- E. Implement Opioid Overdose Community Crisis Response Plan when applicable.
- F. Update Opioid Overdose Community Crisis Response Plan annually.
- G. Perform other duties as needed and as mutually agreed upon with the DEPARTMENT.

Attachment E
San Juan County Health Department
Violence & Injury Prevention Program
September 1, 2020 – August 31, 2021

Overdose Data to Action Grant

Grant #1NU17CE925013-01-00 - CFDA 93.136 - LEJ-3806-ODA21-PRV2

I. FUNDING:

- A. Total Funding is \$22,155.88 for September 1, 2020 thru August 31, 2021.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
 - 1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
 - 2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
 - 3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.

II. RESPONSIBILITIES OF SUB-RECIPIENT:

The SUB-RECIPIENT shall:

- A. Serve as the lead agency and/or coordinator for a multi-disciplinary data focused group.
 - 1. Hold at least (4) meetings during the contract period.
 - 2. Maintain or develop partnerships with organizations that have similar purpose of prevention opioid misuse and overdose, including public safety.
 - 3. Provide data updates to inform potential actions from the Opioid Overdose Community Crisis Response Plan or Opioid Overdose Community Crisis Response Teams.
- B. Conduct at least one (1) additional Opioid Misuse and Prevention activity during the contract period. Inform the DEPARTMENT of selected activity in Catalyst by December 15, 2020.
- C. Participate in UCO-OP Steering Committee meetings.
- D. Provide community level events to the DEPARTMENT to post on UCO-OP calendar of events.
- E. Provide at least one (1) overdose education and naloxone training, including naloxone dissemination (if available through alternative funding sources), to populations of increased risk for overdose or responding to an overdose.
- F. Promote DEPARTMENT events, resources and materials for Stop the Opioid Epidemic, Talk to Your Pharmacist Month, 2-1-1 Substance Use Disorder Helpline, Chronic Pain Self-Management Programs, and Naloxone for Opioid Overdose 101 (<https://naloxone.utah.gov/n-training>) training to the community.
- G. Work with community pharmacies to enroll in Utah's Standing Order for Naloxone.
- H. Develop an inventory of community resources and services related to opioids and identify gaps.
- I. Perform other duties as needed and as mutually agreed upon with the DEPARTMENT.

Attachment F
San Juan County Health Department
Violence & Injury Prevention Program
August 1, 2020 – July 31, 2021

Core SVIPP Grant

Grant# 5NU17CE924839-05-00 - CFDA 93.136 - LEJ-4352-VPS21

IV. FUNDING:

- A. Total Funding is \$6,000.00 for August 1, 2020 thru July 31, 2021.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
 - 1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
 - 2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
 - 3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.

V. RESPONSIBILITIES OF SUB-RECIPIENT:

The SUB-RECIPIENT shall:

- II. Virtually implement strategies to address the prevention of suicide or adverse childhood experiences.
- III. Report the following in Catalyst on a quarterly basis:
 - B. Document one success story related to prevention of suicide or adverse childhood experiences efforts through a virtual environment.
 - C. Report the number of residents reached by suicide and adverse childhood experiences efforts through a virtual environment.
 - D. Report tools being developed and anticipated release or publication date
 - E. Report brief description of challenges and actions being taken to address them.
 - F. Report brief descriptions of innovative prevention activities happening or being implemented by partners that may be of interest to CDC, or other key stakeholders.



COMMISSION STAFF REPORT

MEETING DATE: Month XX, 20XX

SUBMITTED BY: Kirk Bengel, Director, Public Health

TITLE: Consideration of an Agreement between The Utah Highway Safety Office and San Juan County Health Department in support of the rural seat belt pilot program being conducted in San Juan County.

RECOMMENDATION: Recommend Sign Contract

SUMMARY

The purpose of this agreement is to provide financial support the rural seat belt pilot program being conducted in San Juan County during FFY2021. The goal is to continue efforts to support the comprehensive grassroots project that is designed to increase seat belt and child restraint use in rural communities using the positive community norms approach.

CONTRACT PERIOD: The service period of this contract is 10/01/2020 through 09/30/2021.

CONTRACT AMOUNT: UHSO agrees to pay up to \$15,000.

HISTORY/PAST ACTION

This is a continuation of the of the Rural Seatbelt program, which we have participated in each year since at least 2017.

FISCAL IMPACT

These funds are already included in the current proposed budget, in expectation of continuance of the project.

MEMORANDUM OF AGREEMENT (MOA)

This agreement is made and entered into by and between:

The Utah Highway Safety Office
4501 South 2700 West Bldg #3, 2nd Floor, Taylorsville, Utah 84129
Hereinafter referred to as "UHSO"

And:

SAN JUAN COUNTY UTAH HEALTH DEPARTMENT

– hereinafter referred to as "Provider"

The purpose of this agreement is to provide **\$15,000** to your organization to support the rural seat belt pilot program being conducted in **San Juan County** during FFY2021. The goal is to continue efforts to support the comprehensive grassroots project that is designed to increase seat belt and child restraint use in rural communities using the positive community norms approach.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. The provider will participate in the planning process by: (1) participating in five planning meetings, via phone, with the Utah Highway Safety Office (UHSO) and Western Transportation Institute (WTI); (2) reviewing goals, plans and reports provided by the UHSO; (3) supporting evaluation efforts; (4) supporting behavioral and attitudinal surveys administered by WTI among core groups; (5) identifying and recruiting stakeholders; (6) attending one virtual planning meeting, (7) participate in at least 2 webinars provided by WTI.
2. The provider will lead a local coalition to address the objectives of this pilot project and assure the strategically planned activities are conducted. Coalition membership must include representatives from state and local government, private and non-profit organizations, and other stakeholders. The provider will hold coalition meetings at least quarterly and must include minutes from coalition meetings and a list of members in quarterly reports submitted to the UHSO.
3. The provider will support the communications and media plan by: (1) reviewing all elements of the annual plan, provided by the UHSO, and submit feedback; (2) supporting the media campaign by seeking placement of at least two print articles, 2 or more social media efforts and other forms of earned media utilizing the program resources; (3) recruiting law enforcement or local leaders to publically support and promote the campaign using local media and social media outlets.
4. The provider will utilize the workplace and law enforcement tools by conducting an activity quarterly through the following efforts: (1) presenting messages to workplaces and/or law enforcement agencies; (2) conducting activities utilizing the workplace booklet and law enforcement booklet and social media tools; (3) promote workplace seat belt use policies and/or participating in at least one activity being piloted by the UHSO.

5. The provider will conduct activities across the social ecology by: (1) reviewing, distributing and updating all toolkits during the year; (2) supporting four occupant protection campaigns being promoted by the UHSO; (3) working with local law enforcement leaders to encourage increased support of enforcement and education regarding safety restraints; (4) utilizing social media quarterly, placing adult media message, utilizing the key leader booklets/tools with community leaders; (5)utilizing the school leader booklet with school staff and delivering four presentations to schools, businesses or other places that represent the county.
6. The provider will report on all activities, listed above, on a quarterly basis and submit quarterly reports and invoices to the UHSO. Below are the reporting requirements.

The Provider will notify the Utah Highway Safety Office Program Manager immediately if they are unable to fulfill the stated objectives or activities, for any reason, including but not limited to COVID-19, to discuss alternate plans. If objectives and/or alternate plans are not successfully met, the grant reimbursement amount may be prorated based on activity completed. The service report needs to adequately meet stated requirements to be reimbursed for the full amount.

REPORTING REQUIREMENTS FOR SERVICE REPORTS			
SERVICE REPORT	REPORTING PERIOD	SERVICE REPORT DUE	PAYMENT ISSUED
1 st Quarter Report	October - December	January 31, 2021	\$3,750
2 nd Quarter Report	January - March	April 30, 2021	\$3,750
3 rd Quarter Report	April - June	July 7, 2021	\$3,750
4 th Quarter Report	July - September	October 22, 2021	\$3,750
Final Report	October – September	October 22, 2021	

The UHSO's Federal fiscal year begins on October 1, 2020 and ends on September 30, 2021. It is imperative that the schedule for services (above) be adhered to. Please send service reports and invoices to: Utah Highway Safety Office, Keri Fuhr, 4501 South 2700 West, Bldg #3, 2nd Floor, Taylorsville, Utah 84129 or email to kfuhr@utah.gov

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT:

Provider / Agency

Provider's Agent (print/type name)

Signature of Provider

Date

Keri Fuhr, Program Manager, Utah Highway Safety

Date

Carrie Silcox, Director, Utah Highway Safety

Date



COMMISSION STAFF REPORT

MEETING DATE: October 20, 2020

SUBMITTED BY: Mack McDonald, Chief Administrative Officer

TITLE: Consideration and approval of the purchase of EMS and Sheriff 800 Mhz Radios using CARES Act Funds

RECOMMENDATION: Approval

SUMMARY

Purchased radios for the 6 ambulances and one additional radio for the EMS vehicle as well as 15 hand-held 800 Mhz radios. These will be purchased using a State of Utah Contracted Vendor.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

\$32,618.22 for the ambulances and \$64,008.16 for the Sheriff Vehicles using CARES Act Funds

MOTOROLA APX8500 VHF/800 MHz.

SAN JUAN COUNTY EMS QUOTE 10142020-4 PRICE GOOD 90 DAYS 10/14/2020

ATTN: ROBERY WINDER COMM TECH

ASTRO DIGITAL APX8500 MHz Mid Power and High Power PRICE SHEET

Model #	DESCRIPTION	UNIT COST
M37TSS9PW1AN	APX8500 Mobile 800/VHF MHz Mid Power 45 Watt. Includes x 1	\$ 3,997.50
M37TSS9PW1AN	APX8500 Mobile 800/VHF MHz High Power 100 Watts Includes x 6	\$ 4,770.12
G806BL	Astro Digital Software CAI OP APX	
G51AT	Smart Zone Operational	
GA01670AA	APX E5 Control Head	
GA01513AA	Dual Band	
GA1513AA	Delete UHF Band	
W22BA	Palm Mic X 7	
B18CR	Speaker 7.5. Watts X 13	
G193AK	ADP Only	
G361AH	P25 Trunking Software	
G444AH	APX Control Head Software	
GA01513AA	800/VHF Antenna	
G78AT	3 Year Extended Warranty	
G442AJ	05 CONTROL HEAD	
GA5800AE	TDMA (Phase 11)	
GA01515AA	J600 Cable Adapter	
GA1513AA	All Band Antenna	
G78	3 Year Extended Warranty	
GA00092AS	Dual Head Control	
G628AC	Remote Cables	
G67EH	Remote Head	
W20CA	Keypad Mic for Ambulance x 6	

STATE OF UTAH CONTRACT AR1884 2020 BUNDLE PRICING OCTOBER 1, 2020 TO MAY 31, 2021

(1) APX8500 100 Watt Remote Mount \$ 3,997.50 = \$ 3,997.50

(6) APX8500 100 Watt Dual Head Mount \$ 4,770.12 = \$ 28,620.72

TOTAL QUOTE ----- \$ 32,618.22

Quoted by: Dave Nielsen Motorola Solutions


MOTOROLA

***ASTRO Digital APX 8000 800 MHz & VHF PORTABLE
SPECIAL BUNDLE PRICE SHEET***

<u>ITEM</u>	<u>MODEL #</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
1	H91TGD9PW6 N H38 / QA05509	APX8000 Model II Portable 800 MHz & VHF, with Analog Operation, Smartzone Roaming Software, Dual Display, Alpha Numeric Front & Top, LiIon 3400 MAH Battery, Belt Clip, Antenna. Blue Tooth, IV&D, GPS, Standard, Delete UHF Band	\$ 4,000.51
1a	Q806/Q361	Astro Digital Common Air Interface (CAI) P25 9600 / 3600 Baud Phase 1 Capable with Interoperability and OmniLink	Included
2	NNTN8860	Impres Single Unit Charger	Included
3	Q58AL	Two Year Extended Warranty Three Years Total	Included

**Price is based on Special Trade-In Promotional for
Legacy Radios
Unless expanding fleet.**

**State Contract # AR1884
Terms – Net 30 Days**



16 APX8000 VHF/800 MHz Radios

\$ 4,000.51 each. TOTAL COST \$ 64,008.16

Available Options

4	PMNN4486	Spare 3400 MAH Liion Battery	\$103.66
5	NNTN7624B	Impress Vehicular Charger	\$313.17
6	RLN6434A	Travel Charger, DC	\$81.10
7	PMMN4062A	Remote Speaker Microphone 3.5mm jack, Noise Cancelling	\$86.14
8	PMMN4099A	Remote Speaker Microphone With Windporting, 3.5mm	\$96.36
9	RLN6554	Bluetooth Remote Speaker Microphone	\$219.00
10	H64	Public Safety Yellow	\$18.25
11	QA01427	Optional Green Housing	\$18.25
12	Q629	AES Encryption	\$237.50
13	Q625	DES/DES-XL Encryption	\$299.50
14	Q15	AES/DES/ DES-XL Encryption	\$399.50
15	H869	Multi Key Encryption	\$240.90
17	NNTN8844A	Multi Unit Bank Charger	\$912.50



COMMISSION STAFF REPORT

MEETING DATE: October 20, 2020

SUBMITTED BY: Tammy Gallegos, Emergency Manager

TITLE: Renew and Extend the County's Drought Declaration

RECOMMENDATION: Approval

SUMMARY

We declared a drought emergency in September of 2020, we are now experiencing extreme drought conditions and need to renew the drought declaration.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

None



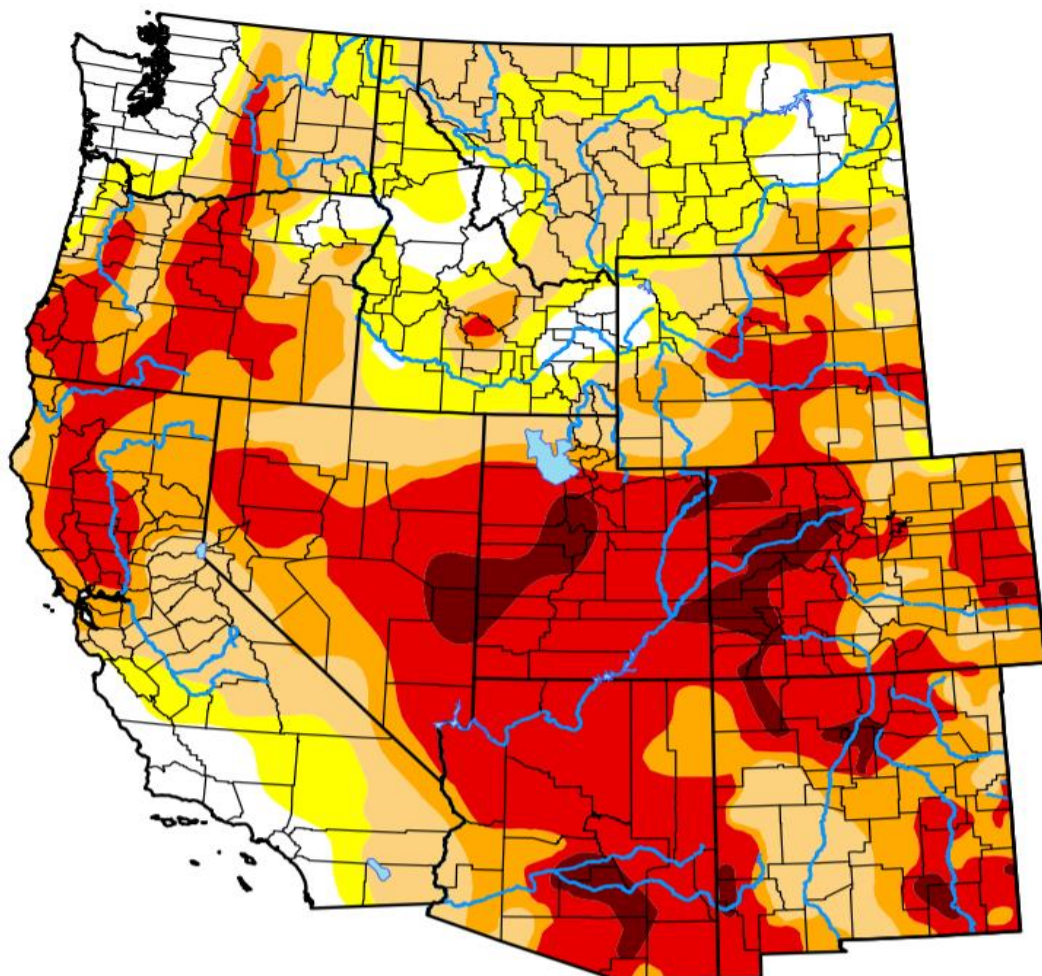
Drought Briefing

10/13/2020
12:54 PM
Item 7.

Update for the week of **October 8-14, 2020**

Extreme to Exceptional Drought Persists Across the Area

U.S. Drought Monitor West



October 6, 2020

(Released Thursday, Oct. 8, 2020)

Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	7.96	92.04	77.48	56.22	35.20	4.50
Last Week 09-29-2020	8.51	91.49	76.07	54.55	33.11	2.31
3 Months Ago 07-07-2020	34.34	65.66	44.65	23.23	5.05	0.00
Start of Calendar Year 12-31-2019	59.17	40.83	18.17	7.12	0.00	0.00
Start of Water Year 09-29-2020	8.51	91.49	76.07	54.55	33.11	2.31
One Year Ago 10-08-2019	69.63	30.37	16.07	5.31	0.00	0.00

Intensity:

None	D2 Severe Drought
D0 Abnormally Dry	D3 Extreme Drought
D1 Moderate Drought	D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Brian Fuchs
National Drought Mitigation Center



droughtmonitor.unl.edu

Drought Message of the Day:

- Majority of climate sites recorded below normal precipitation for September.
- Mostly dry and occasionally breezy conditions are expected for at least the next week as high pressure remains to the west and a large trough sits to the east.

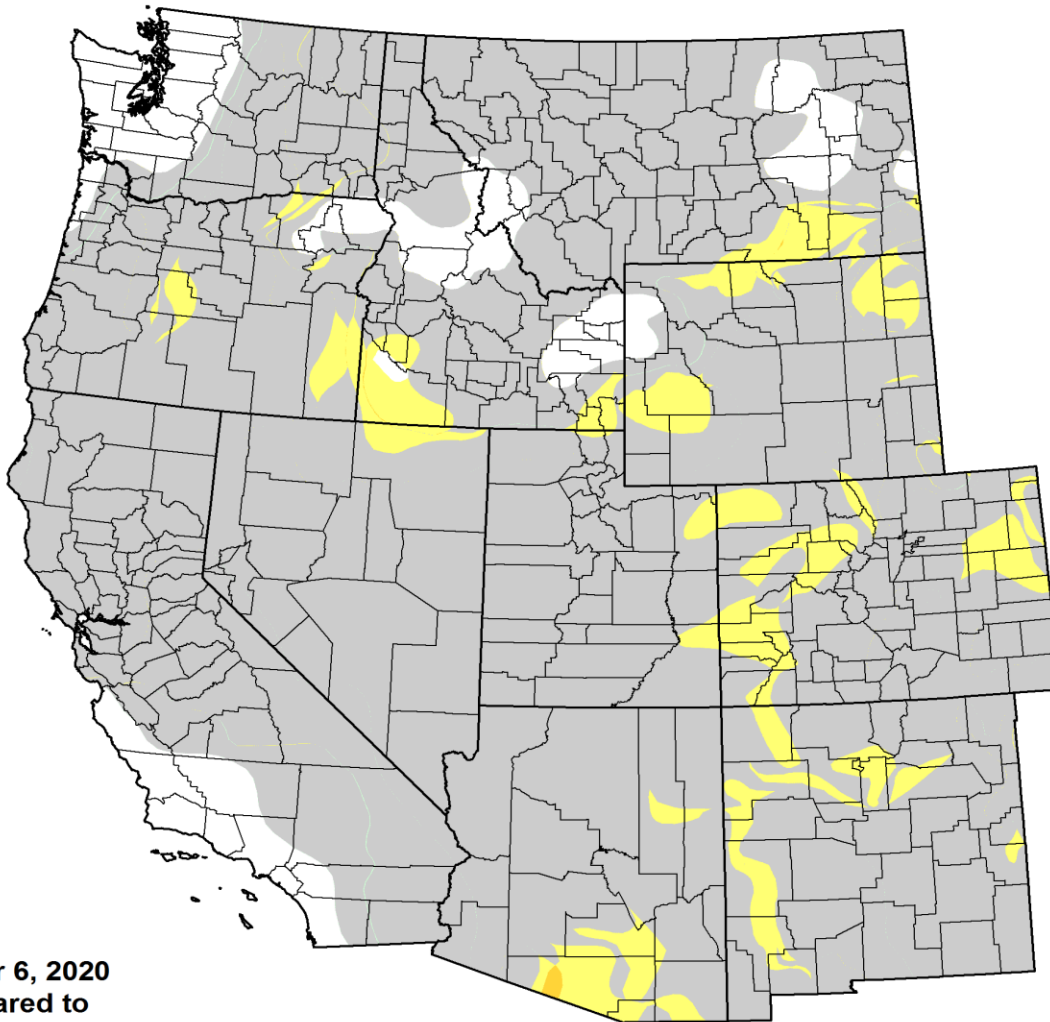


Drought Briefing

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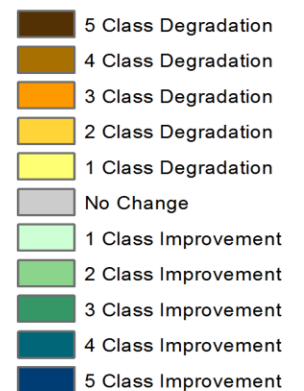
One-week Change in Drought Status

U.S. Drought Monitor Class Change - West
1 Week



October 6, 2020
compared to
September 29, 2020

droughtmonitor.unl.edu



Important Changes since Last Week:

NEW

- Expansion of exceptional (D4) drought across portions of northwest, west-central, and southwest Colorado.
- Expansion of exceptional (D4) drought across portions of northeast and east-central Utah.



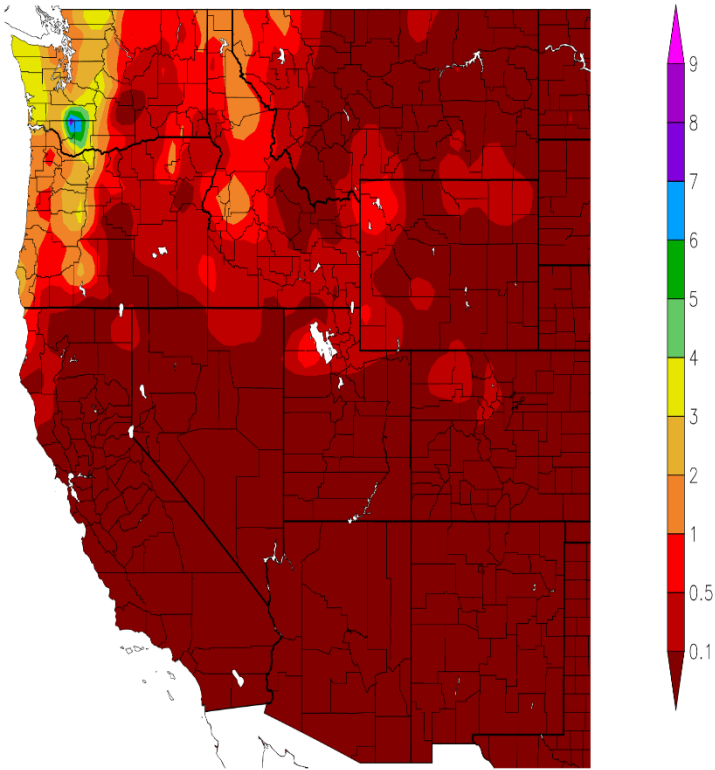
Drought Briefing

10/13/2020
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Weekly Precipitation

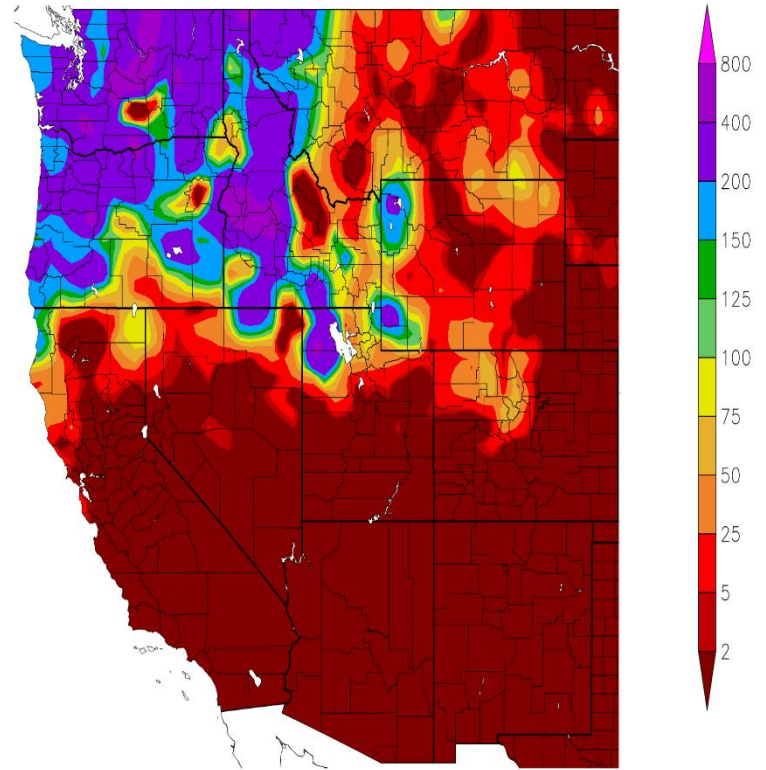
Total Precipitation

Precipitation (in)
10/6/2020 – 10/12/2020



Percent of Normal

Percent of Normal Precipitation (%)
10/6/2020 – 10/12/2020



Generated 10/13/2020 at HPRCC using provisional data.

NOAA Regional Climate Centers

Generated 10/13/2020 at HPRCC using provisional data.

NOAA Regional Climate Centers



Maps courtesy of the Midwestern Regional Climate Center



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UNITED STATES DEPARTMENT OF COMMERCE

Grand Junction, CO



Drought Briefing

10/13/2020

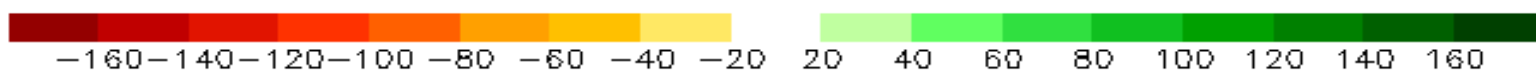
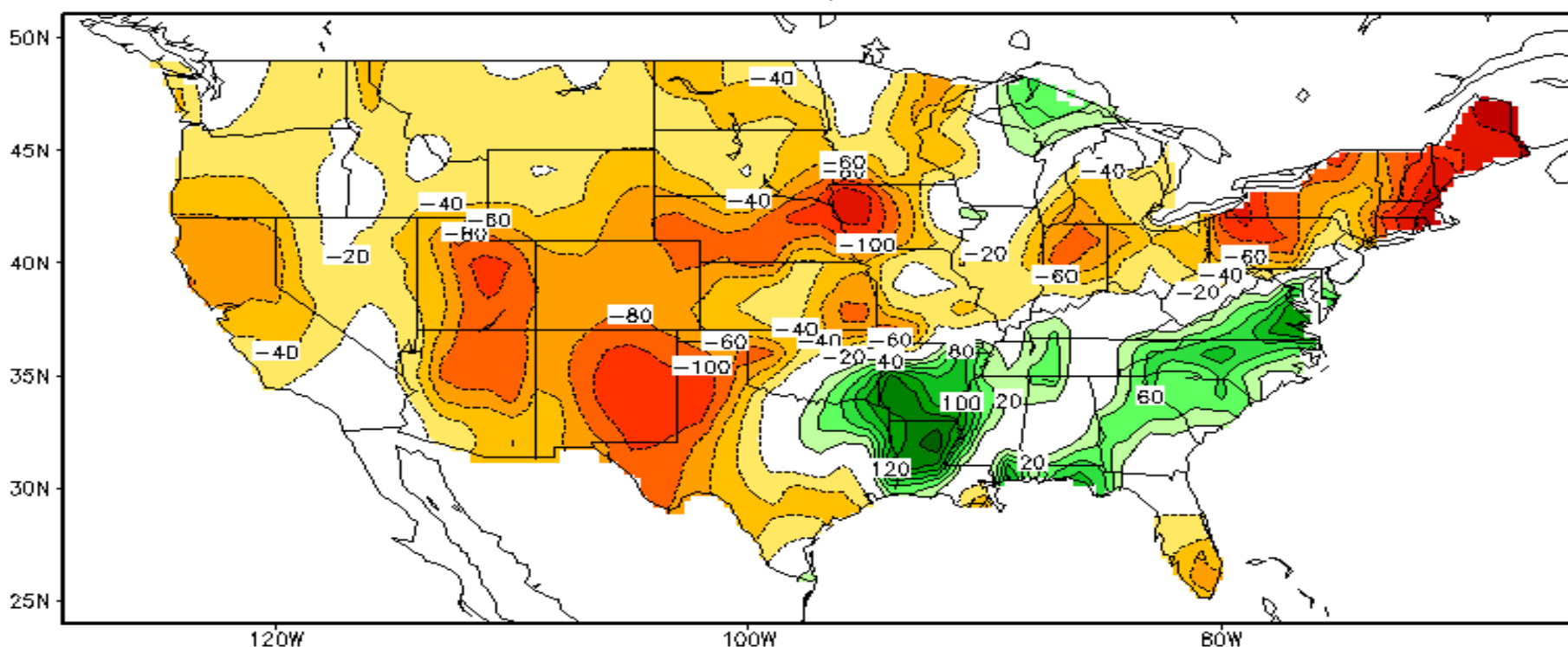
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Soil Moisture Status from CPC

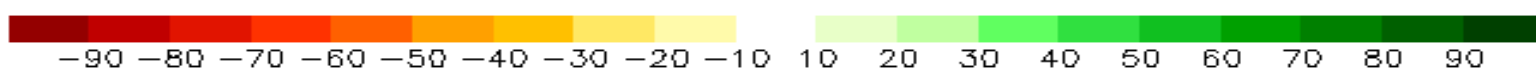
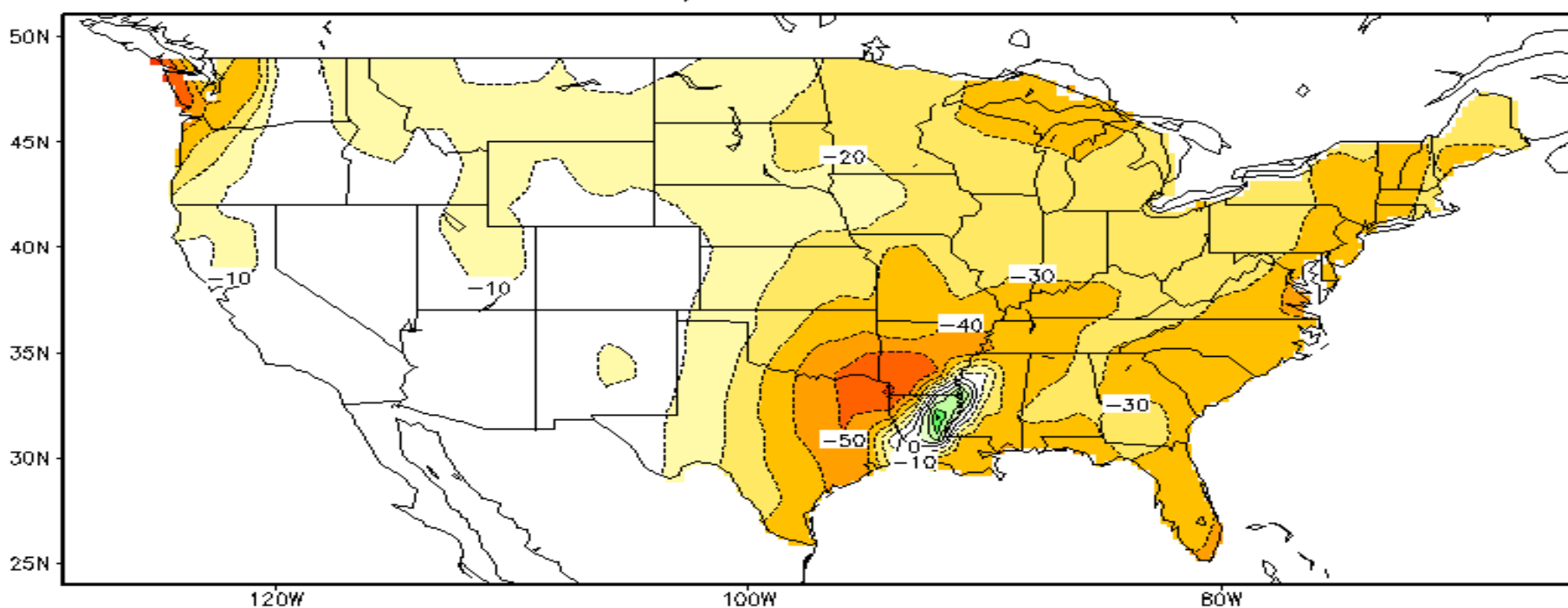
Soil Moisture Difference from Normal

Calculated Soil Moisture Anomaly (mm)
OCT 12, 2020



Soil Moisture Change

Calculated Soil Moisture Anomaly Change
OCT 12, 2020 from SEP.30





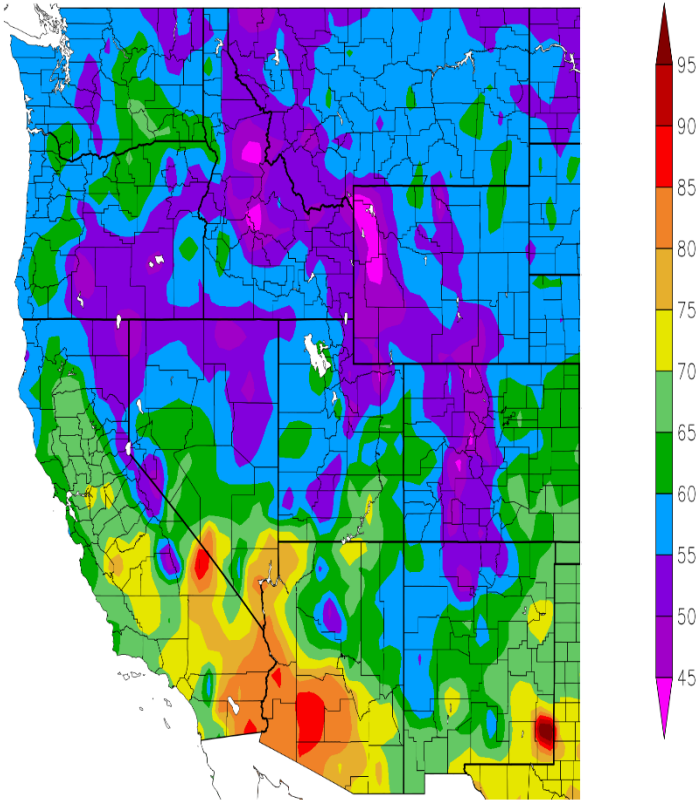
Drought Briefing

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Weekly Temperatures

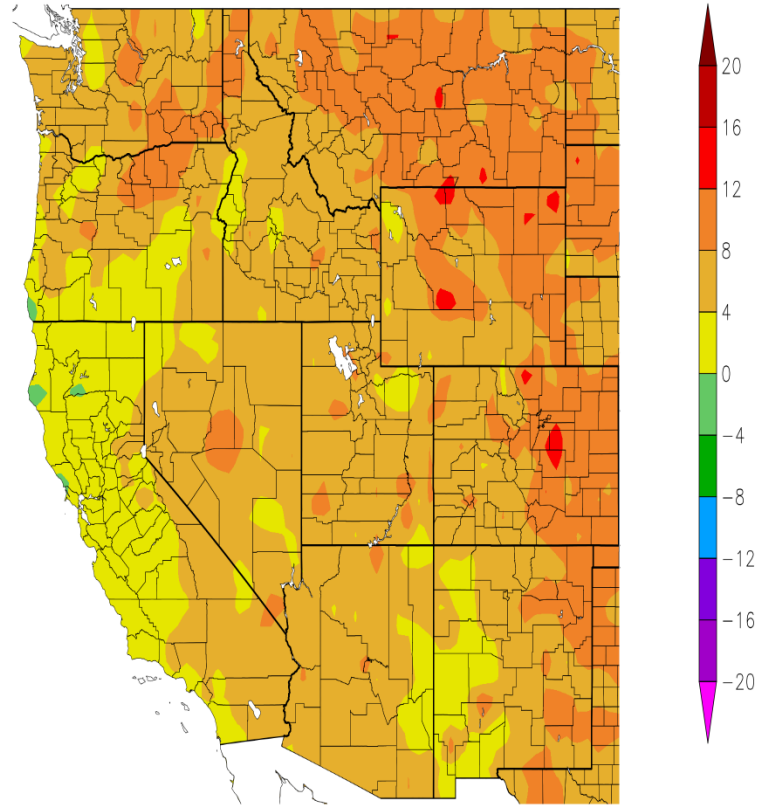
Average Temperature

Temperature (F)
10/6/2020 - 10/12/2020



Difference from Normal

Departure from Normal Temperature (F)
10/6/2020 - 10/12/2020



Generated 10/13/2020 at HPRCC using provisional data.

NOAA Regional Climate Centers

Generated 10/13/2020 at HPRCC using provisional data.

NOAA Regional Climate Centers



Maps courtesy of the Midwest Regional Climate Center



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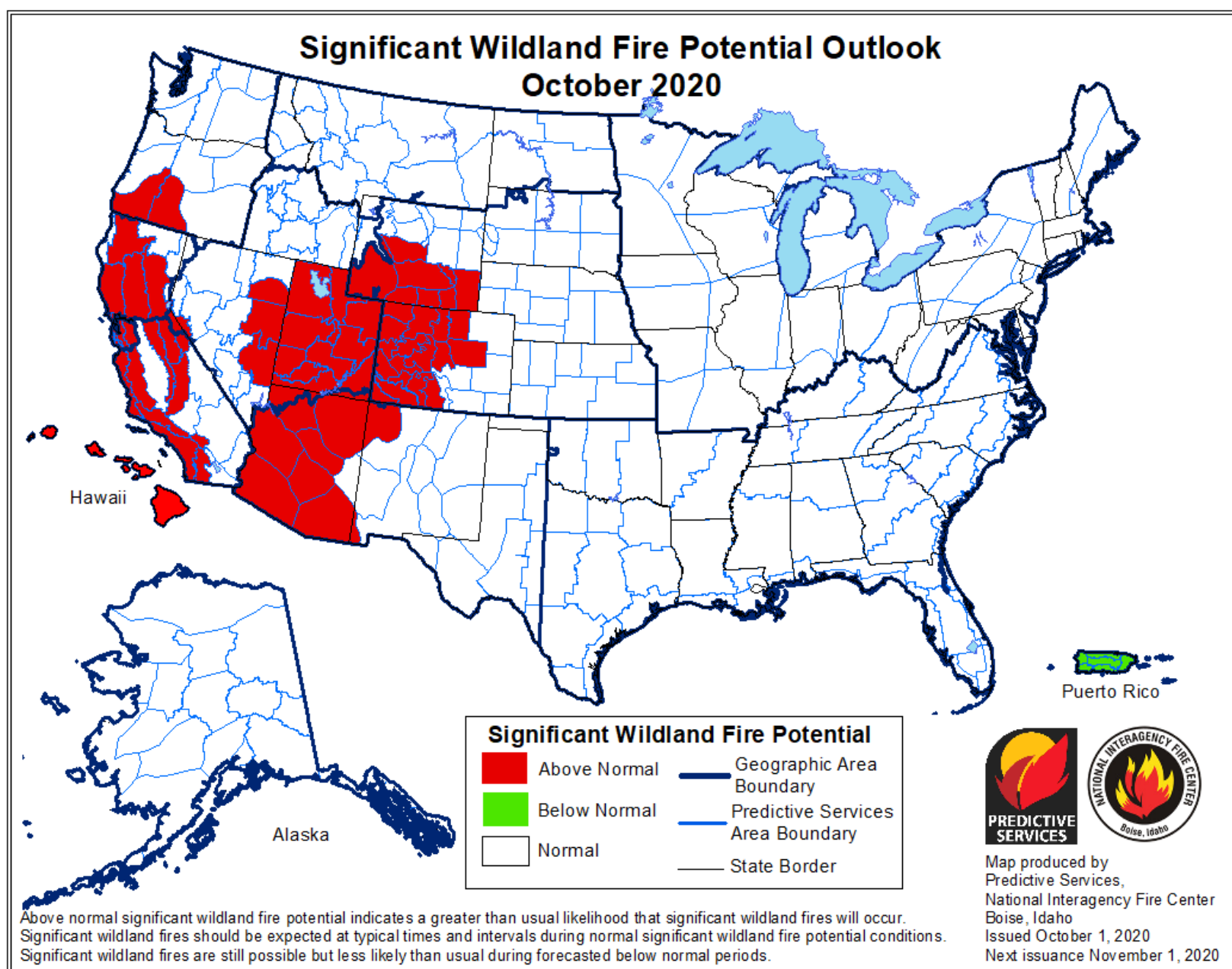


Drought Briefing

10/13/2020
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Summary of Impacts and Fire Danger

- Impacts include low soil moisture, lower stream flows, and drying vegetation. Wildfire starts are more prevalent with above normal fire potential forecast for October across eastern Utah and western Colorado.



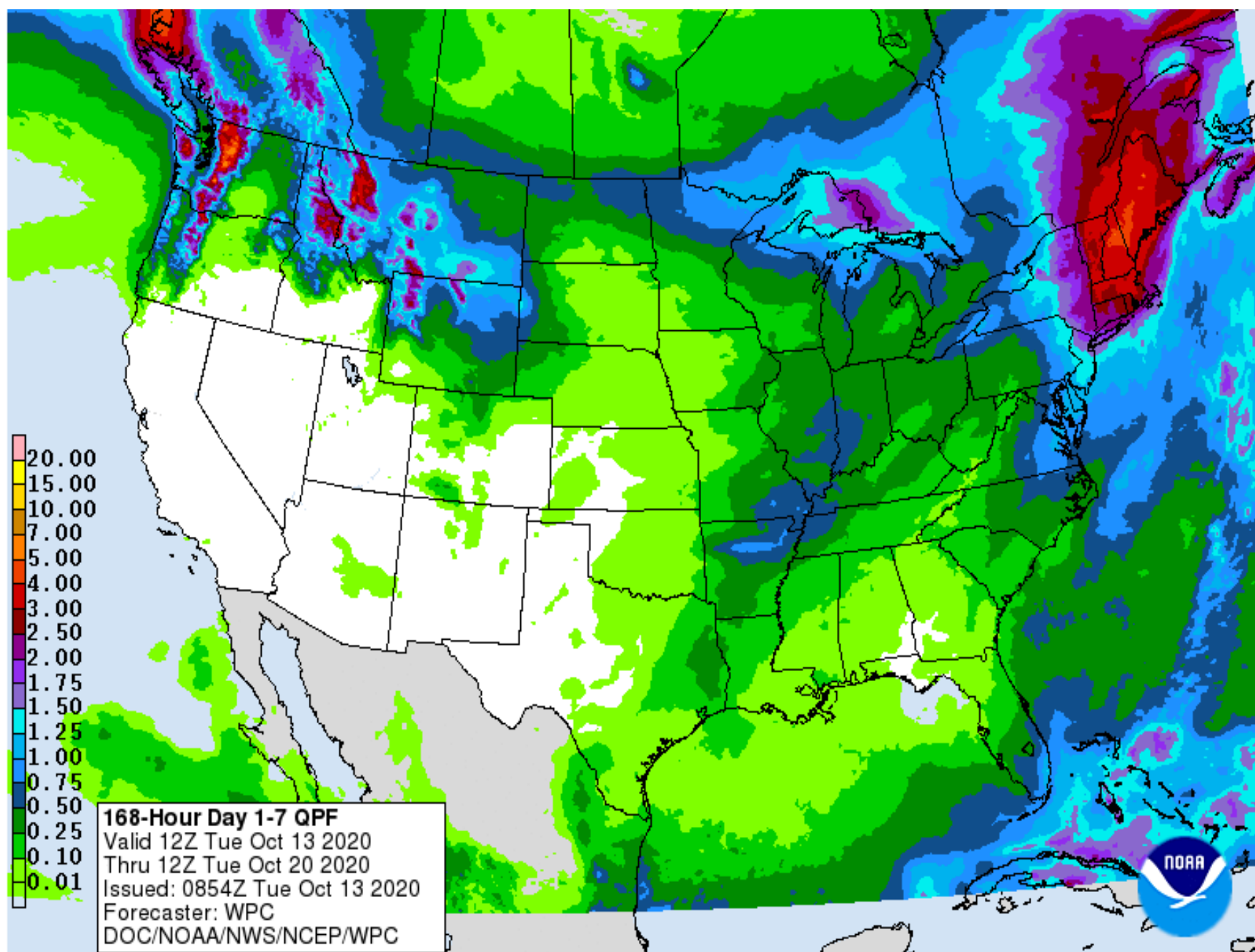


Drought Briefing

10/13/2020
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WPC 7-day Precipitation Forecast

13 October 2020 to 20 October 2020



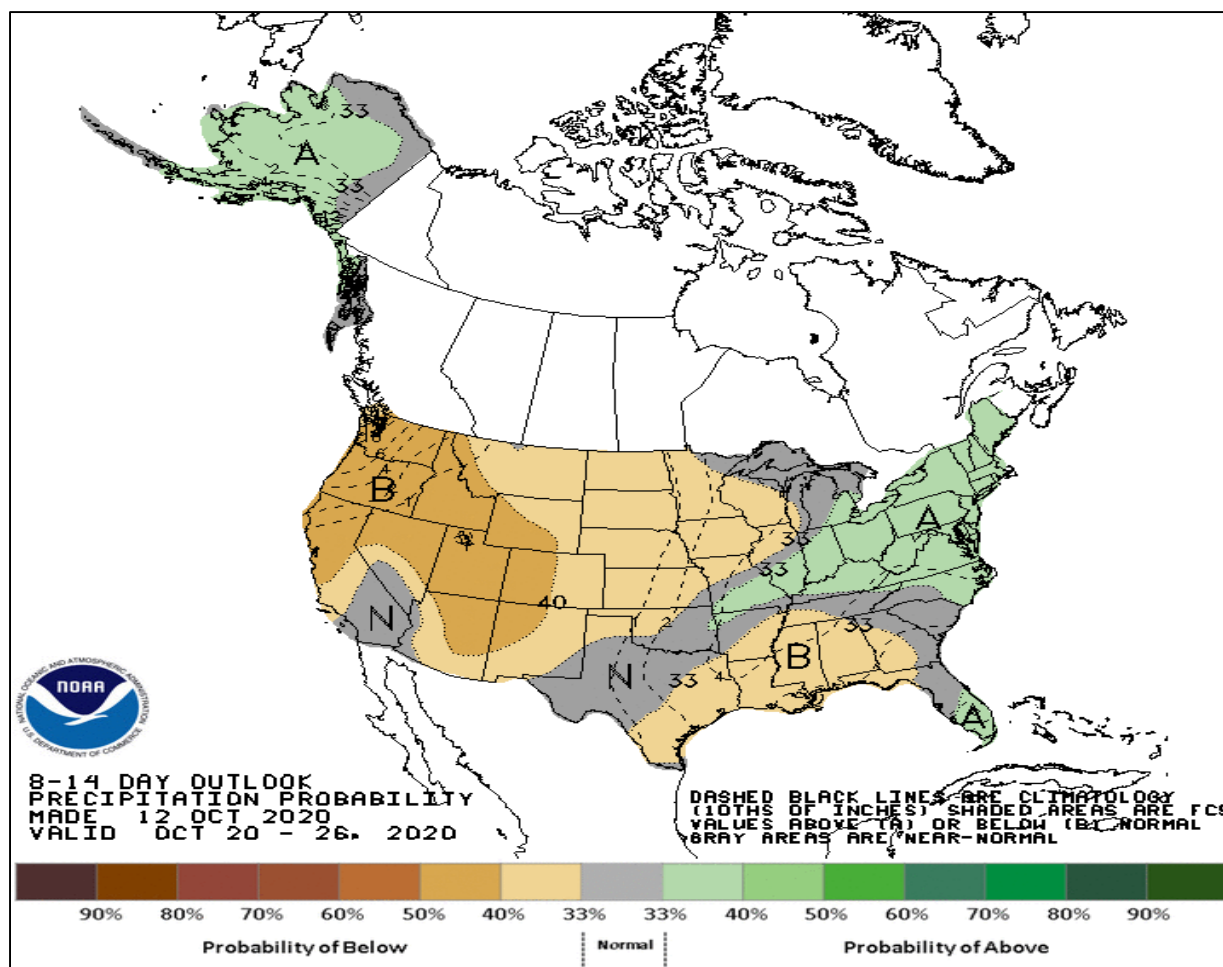


Drought Briefing

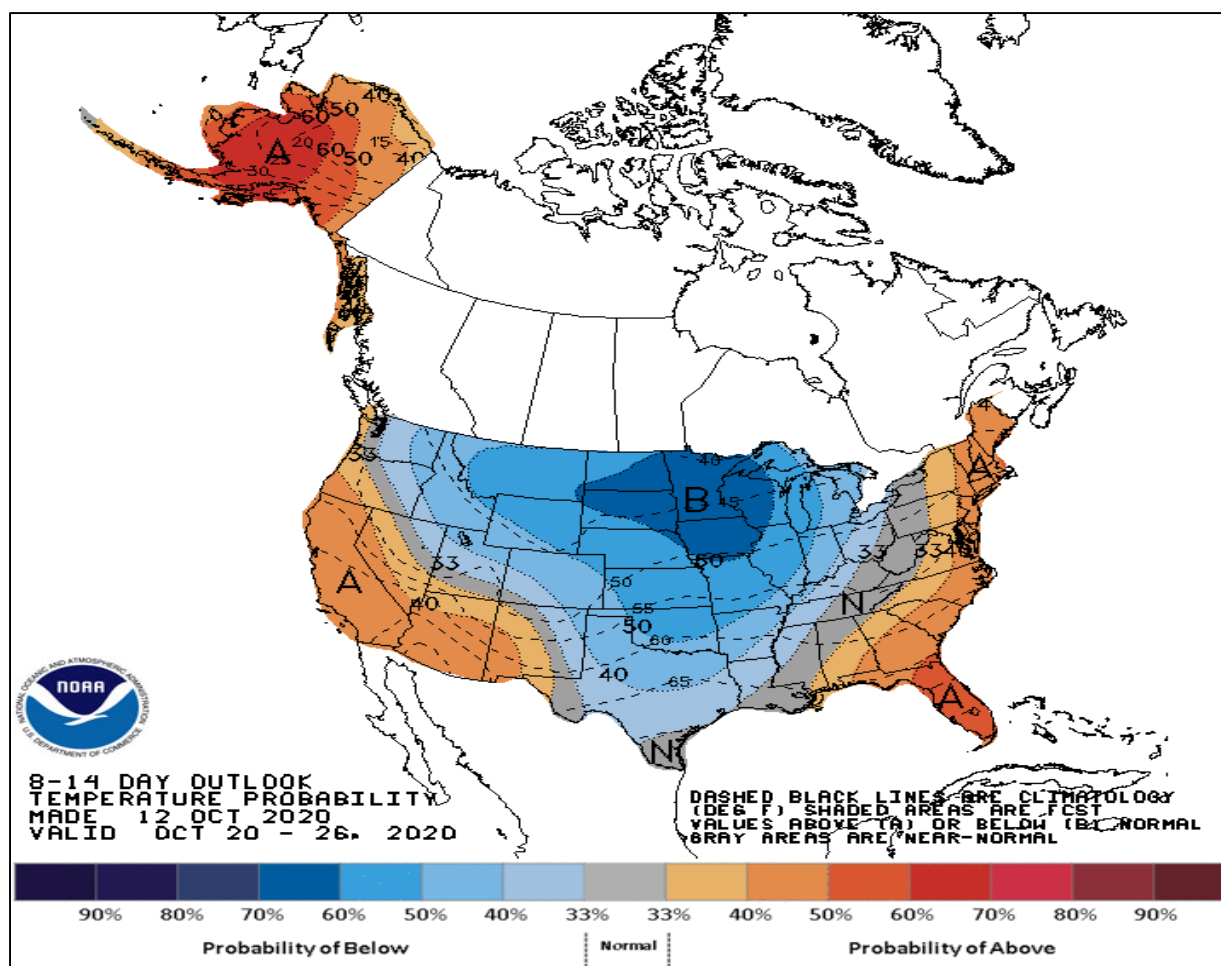
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CPC Week 2 Outlooks for 20-26 October 2020

Precipitation



Temperature



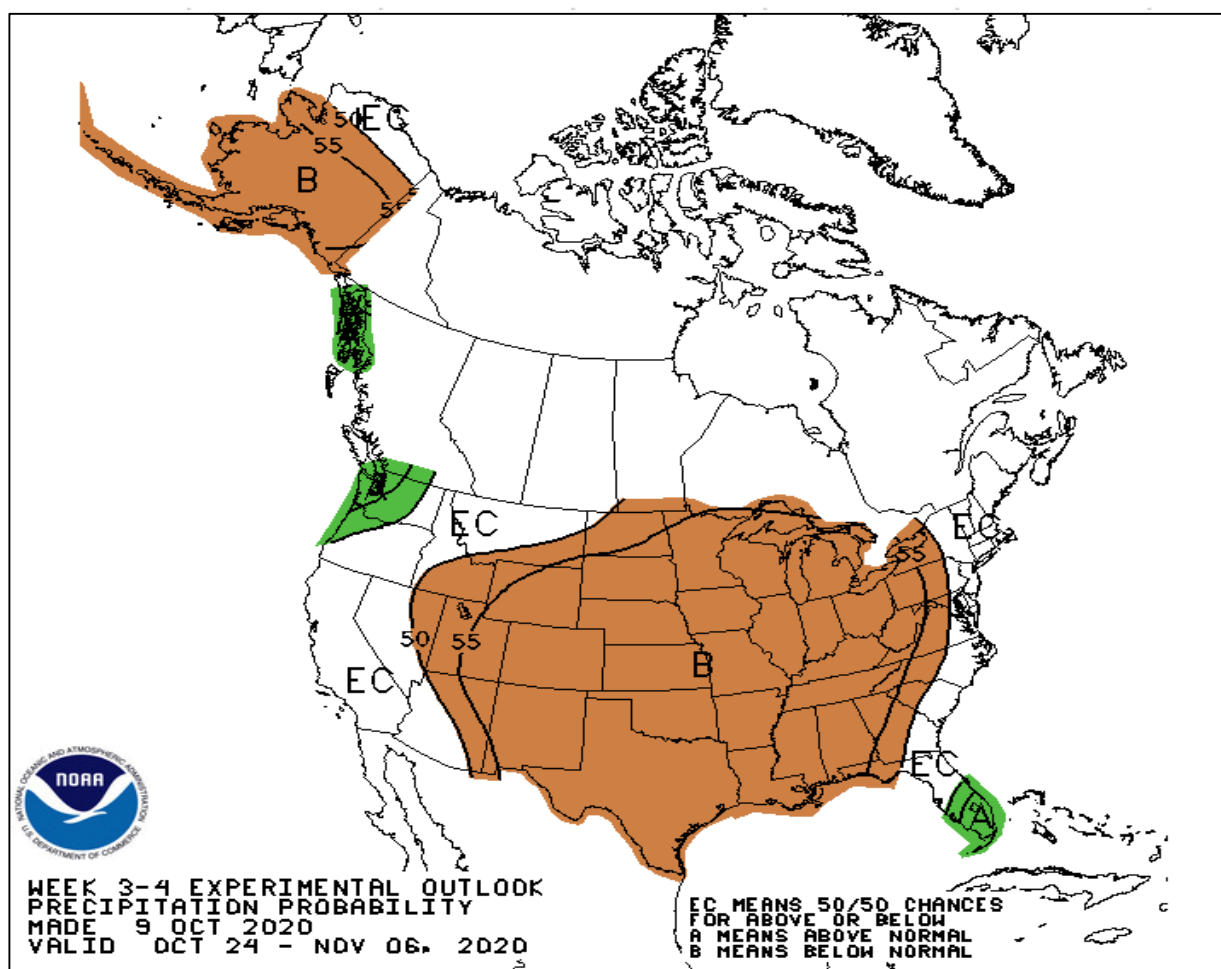


Drought Briefing

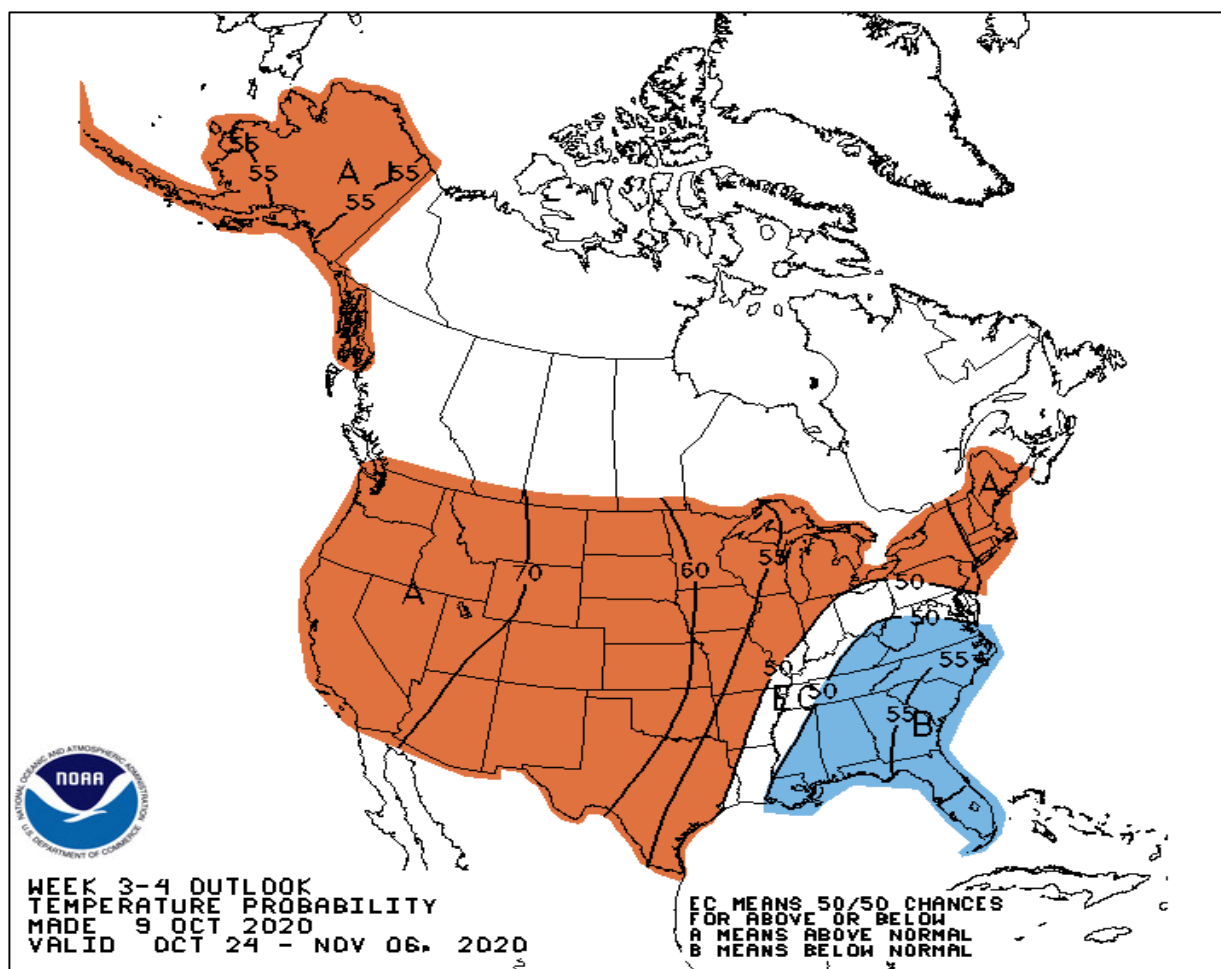
10/13/2020
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CPC Week 3-4 Outlooks for 24 Oct – 6 Nov, 2020

Precipitation



Temperature



NOAA

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UNITED STATES DEPARTMENT OF COMMERCE

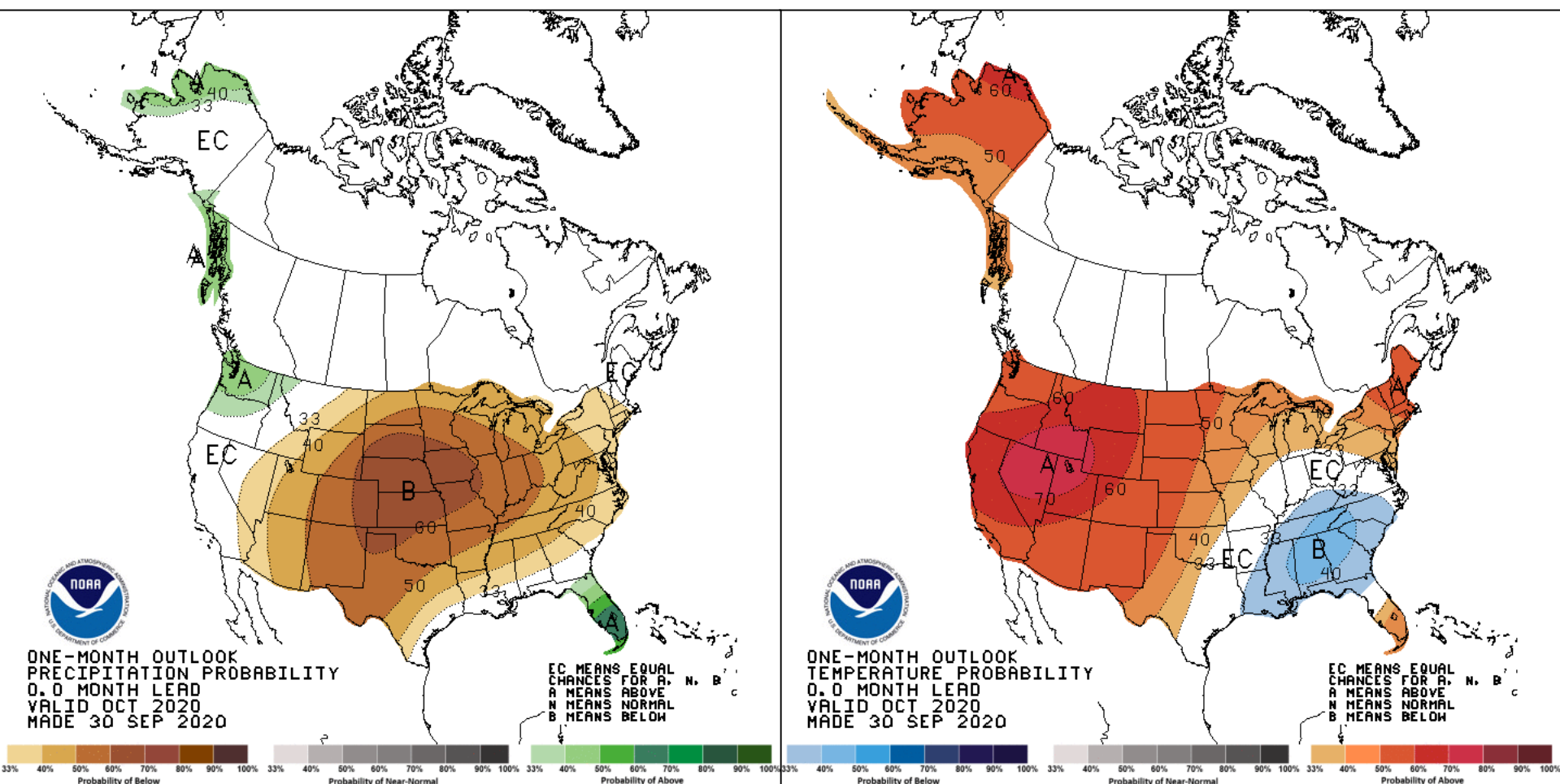
Grand Junction, CO



Drought Briefing

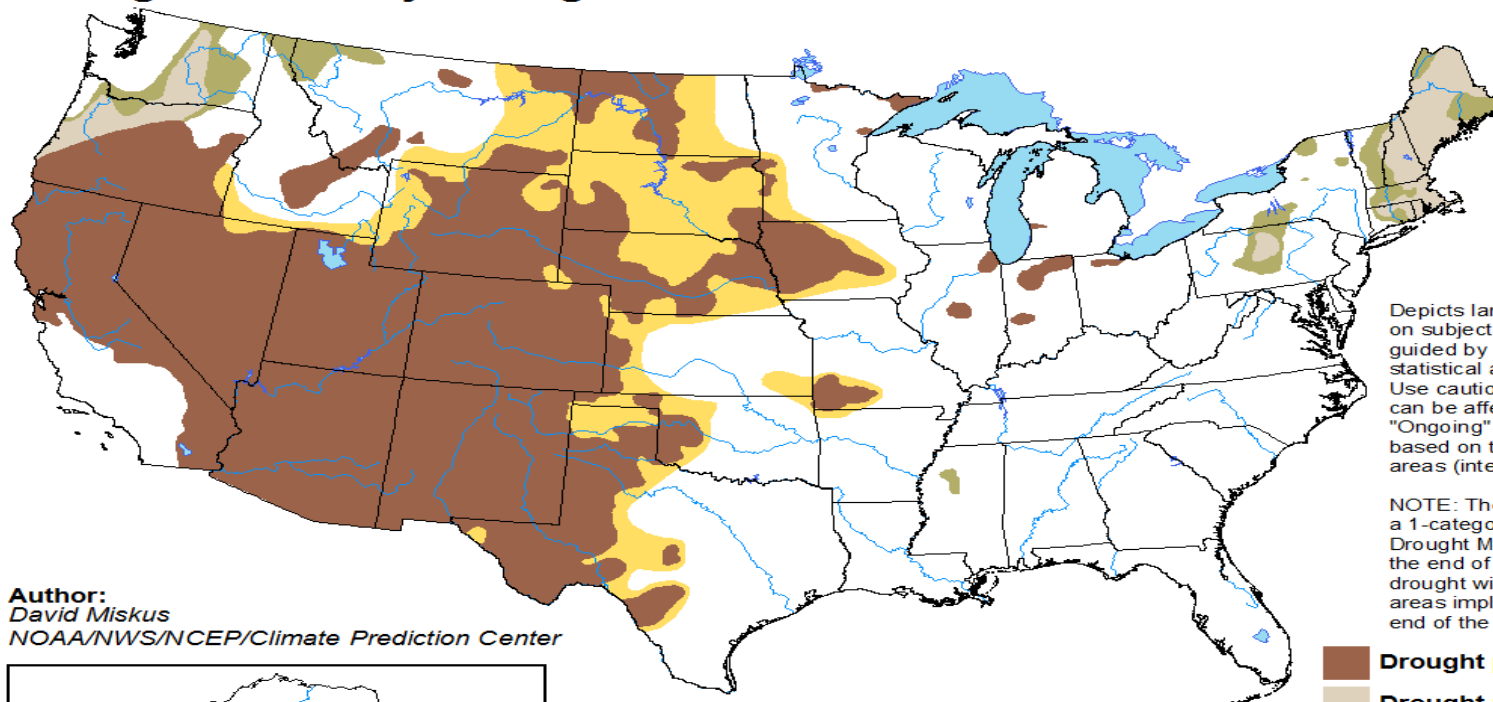
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Item 7.

CPC Monthly Outlooks for October 2020



U.S. Monthly Drought Outlook Drought Tendency During the Valid Period

Valid for October 2020
Released September 30, 2020



Author:
David Miskus
NOAA/NWS/NCEP/Climate Prediction Center

Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

- Drought persists
- Drought remains but improves
- Drought removal likely
- Drought development likely



<http://go.usa.gov/3eZGd>



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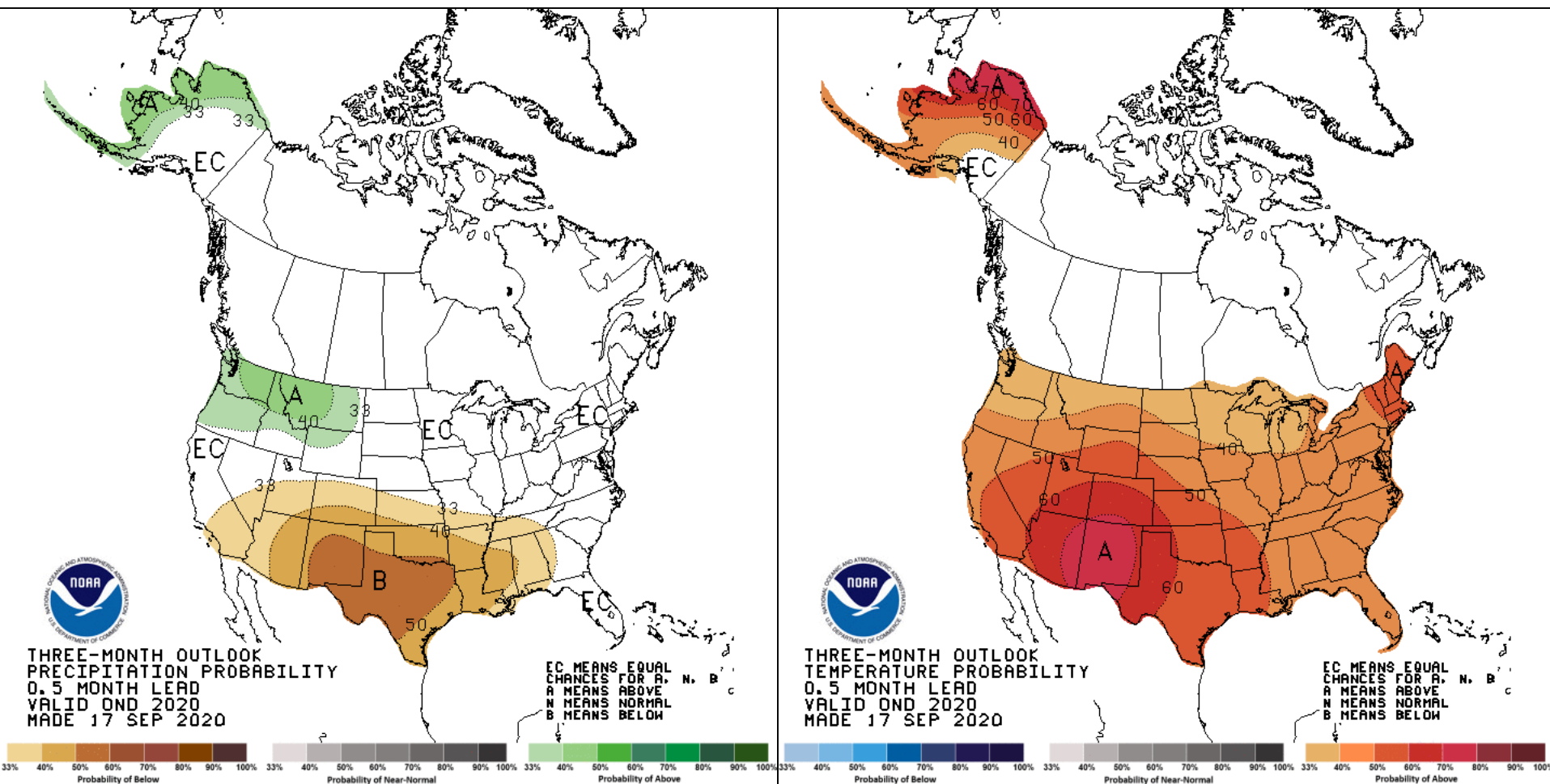
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Drought Briefing

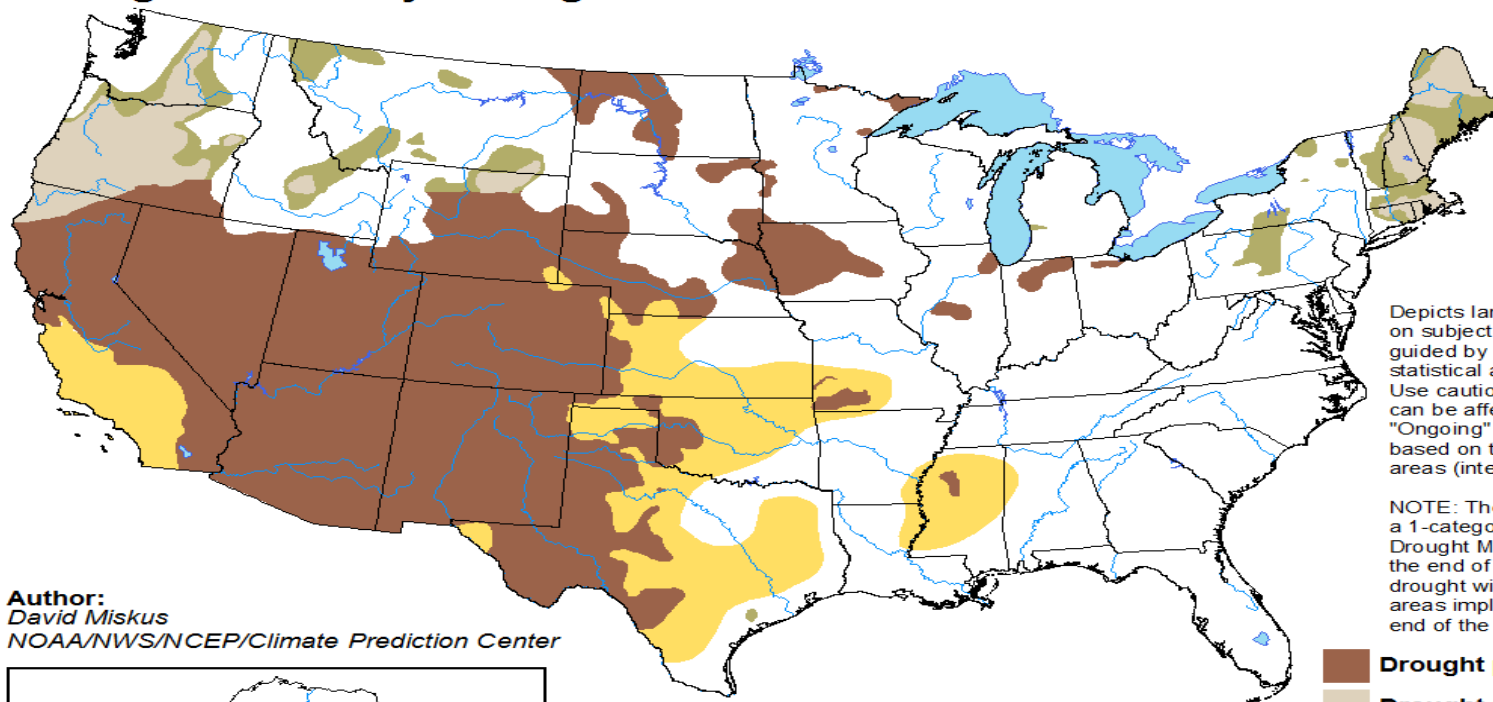
10/13/2020
12:54 PM
Item 7.

CPC Seasonal Outlook for Oct, Nov, Dec



U.S. Seasonal Drought Outlook Drought Tendency During the Valid Period

Valid for September 17 - December 31, 2020
Released September 17



Author:
David Miskus
NOAA/NWS/NCEP/Climate Prediction Center

Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

- Drought persists
- Drought remains but improves
- Drought removal likely
- Drought development likely



<http://go.usa.gov/3eZ73>



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Grand Junction, CO



Drought Briefing

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Summary

- Extreme (D3) drought continues across the majority of eastern Utah and western Colorado.
- The drought has worsened to the Exceptional (D4) category over some portions of the region, favoring west-central Colorado.
- A cold front moved through the area on Sunday which brought light rain to the valleys and some snow to the northern mountains.
- Generally dry and breezy conditions will prevail this week, increasing fire weather concerns.
- Eastern Utah and western Colorado will remain sandwiched between high pressure to the west and a trough to the east, though the ridge could break down mid to late next week.

Partners

National Drought Mitigation Center - <https://drought.unl.edu/>

National Integrated Drought Information System - <https://www.drought.gov/drought/>

USDA Climate Hubs - <https://www.climatehubs.usda.gov/>

US Forest Service - <https://www.wfas.net/>

US Geological Survey - <https://waterwatch.usgs.gov/>

Midwestern Regional Climate Center - <https://mrcc.illinois.edu/>

High Plains Regional Climate Center - <https://hprcc.unl.edu/>

Please monitor our web page for updates: <http://www.weather.gov/gjt>

Follow us on Facebook and Twitter for the latest information:



@NWSGJT



NWSGrandJunction



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UNITED STATES DEPARTMENT OF COMMERCE

Grand Junction, CO



Declaration Declaring the Existence of a Drought Emergency in San Juan County, Utah Pursuant to U.C.A. 17-8-7

Whereas, the drought conditions thus far in 2020, creating a threat to human health and safety, the environment, the agricultural industry, potential wildfire rise, impacts to culinary, secondary and agriculture water supplies; as well as the general economy of San Juan County; and

Whereas, the ongoing drought will likely cause many livestock producers in San Juan County to reduce the size of their herds and force many of them to import feed from other states which will create a major financial impact on livestock producers; and

Whereas, the continued lack of adequate precipitation, coupled with insect infestations and plant stress, will likely result in less than normal agricultural production upon San Juan County farms and ranches through 2020, as well as a reductions of forage growth on the public and private rangelands within San Juan County; and

Whereas, the use of public and private rangelands within San Juan County will likely be severely restricted or even temporarily suspended as a result of the continued lack of precipitation; and

Whereas, the long range weather forecast does not predict significant increases in precipitation in San Juan County and the State of Utah in general during 2020; and San Juan County is in the category of extreme drought.

Whereas, with the current conditions fire restrictions have been put into place and that the availability for firefighting resources are expected to be limited; and

Whereas, fire restrictions and drought conditions will likely impact the visitor and tourism industry as many will make plans to go to other areas; and

Whereas, drought conditions will impact the ability of the San Juan County Road Department to properly and adequately maintain the county's roads;

Now therefore, be it hereby resolved as follows:

Section 1. Declaration of Drought Emergency. Pursuant to 17-8-7, Utah Code Annotated, 1953, as amended, we, the San Juan County Commission, do hereby declare that a drought emergency exists within the jurisdictional boundaries of San Juan County, Utah.

Section 2. The provisions of this declaration and the provisions adopted or incorporated by reference are severable and the provisions of other resolutions in conflict with this resolution are hereby repealed.

Section 3. In the opinion of the San Juan County Commission, it is necessary for the preservations of the peace, health and safety of the County and the inhabitants thereof that this resolution take effect immediately after approval and adoption.

Approved and Adopted by the San Juan County Commission, State of Utah on the _____ day of _____
2020.

Item 7.

San Juan County, a political subdivision of the State of Utah

Kenneth Maryboy, San Juan County Commission Chair

Attest:

[Seal]

John David Nielson
San Juan County Clerk/Auditor



COMMISSION STAFF REPORT

MEETING DATE: October 20, 2020

SUBMITTED BY: Mack McDonald, Chief Administrative Officer

TITLE: Consideration and approval of the UDOT Federal Aid Agreement Contract as a pass through agency for the McElmo Creek Bridge with an increased cost of \$71,072

RECOMMENDATION: Approval

SUMMARY

For the last year, the County has worked with UDOT on the McElmo Creek Bridge Project that was approved using the County as a pass-through agency using Navajo Nation funding by the Board back in September 2019 Commission Meeting. The original costs for the project prior to design was \$1,476,00 of which Utah along with Federal Funding was providing \$1,376,075 and the Navajo Nation's participation was 6.77% of the costs at \$99,925 has now increased in costs now that design is completed to a total of \$2,525,801 of which the Federal Funding will provide \$2,354,804 increasing our portion to \$170,997, an increase of \$71,072. The County has made Aneth Chapter and the Navajo Nation aware of the increase in costs.

HISTORY/PAST ACTION

Approved as a pass-through agency for the Navajo Nation/Aneth Chapter back in September 2019

FISCAL IMPACT

Total increase will be paid by Aneth Chapter.

**State of Utah
Department of Transportation**

Federal Aid Agreement Supplement for Local Agency Project CFDA No. 20.205	San Juan County - Bruce Adams	Maximum Project Value Authorized \$2,525,801
PIN Number 14779 FINET Number 54798 FMIS Number F012180 DUNS Number 079217348	Project Number F-LC37(10) PIN Description McElmo Creek Bridge - 037012C	Agreement Number (Original Agreement No.) 199023 Mod No. 1 <hr/> Date Executed

The Local Agency(ies) desires to supplement the agreement entered into and executed on **4/1/2019**. All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Updated funding for this Federal Aid Agreement Modification #1:

State Wide Transportation Improvement Program STIP 2021 - 2024

Fund	Prior	2021	2022	2023	2024	Total	Fed Aid	State	Other	Pct
STP_BR	\$480,000	\$2,045,801	\$0	\$0	\$0	\$2,525,801	\$2,354,804	\$0	\$170,997	6.77%
Total:	\$480,000	\$2,045,801	\$0	\$0	\$0	\$2,525,801	\$2,354,804	\$0	\$170,997	6.77%

Funding from Base Federal Aid Agreement:

State Wide Transportation Improvement Program STIP 2019 - 2022

Fund*	Prior	2019	2020	2021	2022	Total	Fed Aid	State	Other	Pct
STP_BR	\$0	\$147,600	\$1,328,400	\$0	\$0	\$1,476,000	\$1,376,075	\$0	\$99,925	6.77%
Total:	\$0	\$147,600	\$1,328,400	\$0	\$0	\$1,476,000	\$1,376,075	\$0	\$99,925	6.77%

Upon signing this agreement, the Local Agency(ies) agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition, the Local Agency(ies) agrees to pay 100% of the overruns that exceed **\$2,525,801** and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to **Bruce Adams at BBADAMS@SANJUANCOUNTY.ORG**, Local Agency(ies) Contact. The Local Agency(ies) shall pay within 30 days after each payment request. The Local Agency(ies) shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, Box 141510, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.

As part of this Federal Aid Agreement modification, the following additional requirements apply to section VI. Federal Aid Project Compliance of the original Federal Aid Agreement:

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

Compliance with the John S. McCain National Defense Authorization Act: The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

LOCAL AGENCY

By _____

Date _____
San Juan County Official**Utah Department of Transportation**By _____
Region Director

Date _____

UDOT ComptrollerBy _____
Comptroller's Office

Date _____



Consultant Services Federal Aid Agreement Review/Approval Routing Form

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES

TODAY'S DATE 10/7/2020
PM REQUEST DATE 10/7/2020

FEDERAL AID 199023
AGREEMENT NO.
MOD NO. 1

Project No.: F-LC37(10)
PIN Description: McElmo Creek Bridge - 037012C

PIN No.: 14779
FINET Prog Code No.: 54798

UDOT Project Manager	UDOT Contract Administrator
Rustin Anderson Udot 210 West 800 South Richfield, UT 84701 (435)979-4557 rustinanderson@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michaelbutler@utah.gov

Local Government
San Juan County 117 S MAIN Monticello, UT 84535 Bruce Adams, (435) 587-3225 BBADAMS@SANJUANCOUNTY.ORG

Project Value	\$2,525,801
Federal Match	\$2,354,804
Local Government Match	\$170,997
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.



COMMISSION STAFF REPORT

MEETING DATE: October 20, 2020

SUBMITTED BY: Mack McDonald, Chief Administrative Officer

TITLE: Consideration and approval of the UDOT Federal Aid Agreement Contract for Recapture Creek Bridge with an increased cost of \$46,009

RECOMMENDATION: Approval

SUMMARY

For the last year, the County has worked with UDOT on the Recapture Creek Bridge Project that was approved using County participation funding by the Board back in September 2019 Commission Meeting. The original costs for the project prior to design was \$1,026,000 of which Utah along with Federal Funding was providing \$956,540 and the County's participation was 6.77% of the costs at \$69,460 has now increased in costs now that design is completed to a total of \$1,705,599 of which the Federal Funding will provide \$1,590,130 increasing our portion to \$115,469, an increase of \$46,009.

HISTORY/PAST ACTION

The Commission approved the original agreement back in September 2019

FISCAL IMPACT

\$46,009 increase for a total impact of \$115,469

State of Utah
Department of Transportation

Federal Aid Agreement Supplement for Local Agency Project CFDA No. 20.205	San Juan County - Bruce Adams	Maximum Project Value Authorized \$1,705,599
PIN Number 14778 FINET Number 54797 FMIS Number F012179 DUNS Number 079217348	Project Number F-2416(1)7 PIN Description Recapture Creek Bridge - 037004C	Agreement Number (Original Agreement No.) 198484 Mod No. 1 <hr/> Date Executed

The Local Agency(ies) desires to supplement the agreement entered into and executed on **11/7/2018**. All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Updated funding for this Federal Aid Agreement Modification #1:

State Wide Transportation Improvement Program STIP 2021 - 2024

Fund	Prior	2021	2022	2023	2024	Total	Fed Aid	State	Other	Pct
STP_BR	\$420,000	\$1,285,599	\$0	\$0	\$0	\$1,705,599	\$1,590,130	\$0	\$115,469	6.77%
Total:	\$420,000	\$1,285,599	\$0	\$0	\$0	\$1,705,599	\$1,590,130	\$0	\$115,469	6.77%

Funding from Base Federal Aid Agreement:

State Wide Transportation Improvement Program STIP 2019 - 2022

Fund*	Prior	2019	2020	2021	2022	Total	Fed Aid	State	Other	Pct
STP_BR	\$0	\$102,600	\$923,400	\$0	\$0	\$1,026,000	\$956,540	\$0	\$69,460	6.77%
Total:	\$0	\$102,600	\$923,400	\$0	\$0	\$1,026,000	\$956,540	\$0	\$69,460	6.77%

Upon signing this agreement, the Local Agency(ies) agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition, the Local Agency(ies) agrees to pay 100% of the overruns that exceed **\$1,705,599** and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to **Bruce Adams at BBADAMS@SANJUANCOUNTY.ORG**, Local Agency(ies) Contact. The Local Agency(ies) shall pay within 30 days after each payment request. The Local Agency(ies) shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, Box 141510, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.

As part of this Federal Aid Agreement modification, the following additional requirements apply to section VI. Federal Aid Project Compliance of the original Federal Aid Agreement:

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal

Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

Compliance with the John S. McCain National Defense Authorization Act: The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

LOCAL AGENCY

By _____

Date _____
San Juan County Official

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 10/7/2020
PM REQUEST DATE 10/7/2020

FEDERAL AID 198484
AGREEMENT NO.
MOD NO. 1

Project No.: F-2416(1)7
PIN Description: Recapture Creek Bridge - 037004C

PIN No.: 14778
FINET Prog Code No.: 54797

UDOT Project Manager	UDOT Contract Administrator
Rustin Anderson Udot 210 West 800 South Richfield, UT 84701 (435)979-4557 rustinanderson@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michaelbutler@utah.gov

Local Government
San Juan County 117 S MAIN Monticello, UT 84535 Bruce Adams, (435) 587-3225 BBADAMS@SANJUANCOUNTY.ORG

Project Value	\$1,705,599
Federal Match	\$1,590,130
Local Government Match	\$115,469
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.



COMMISSION STAFF REPORT

MEETING DATE: October 20, 2020

SUBMITTED BY: Tammy Gallegos, Emergency Manger

TITLE: Basic Emergency Operations Plan

RECOMMENDATION: Approval

SUMMARY

This is the San Juan County Basic Emergency Operations Plan. It is updated bi-annually. The County Attorney has looked at the plan and has found no issues.

HISTORY/PAST ACTION

We have had this approved every 2 years.

FISCAL IMPACT

None

San Juan County, Utah Emergency Operations Plan 2020



EMERGENCY OPERATIONS PLAN ACTIVATION

This Emergency Operation Plan (EOP) will be activated and implemented when San Juan County declares an emergency or when an emergency is imminent or probable and the implementation of this plan and the activation of the San Juan County Emergency Operations Center (EOC) is a prudent proactive response.

Execution of the Emergency Operations Plan

This EOP is effective for planning and operations purposes under the following conditions:

- An incident occurs or is imminent.
- The chief elected officials or designee declares a state of emergency.

EOC staff should be familiar with the EOP guidelines, procedures, and supplemental information so that in an emergency they can complete tasks in a timely manner. The EOP will also provide guidance regarding official records that will need to be kept on file after an emergency response.

Saving lives will take precedence over protecting property for decisions involving resource allocation and prioritization.

Responsibility for coordination of emergency activities with regions, state, and private partners resides with the San Juan County Emergency Management Team and will be accomplished through established liaison roles within the incident or unified command structure as outlined in the National Incident Management System (NIMS).

“The mission of San Juan County Emergency Management is to establish, coordinate, maintain county-wide Emergency Management activities and intergovernmental, private, and volunteer partnerships in order to establish sustainable communities and support responses to and recovery from emergencies, as well as collect and disseminate critical information.”

RECORD OF CHANGES

[illegible]

RECORD OF DISTRIBUTION

[illegible]

FOREWORD

This plan applies to San Juan County; The EOP consists of a base plan, fifteen Emergency Support Function (ESF) Annexes, Support and Incidents Annexes. The base plan provides guidance for response, roles and responsibilities, response actions, response organizations, and planning requirements to any incident that occurs. ESF Annexes group county resources and capabilities into functional areas that are most frequently needed in a county response.

Support Annexes describe essential supporting aspects that are common to all incidents. Incident Annexes address the unique aspects of how the county responds to specific incident categories. To support an effective response, all ESFs are required to have both strategic and detailed operational plans that include all participating organizations and engage the private sector and nongovernmental organizations as appropriate. Departments and agencies will be expected to develop and maintain standard operating procedures that outline specific responsibilities associated with these roles. Each department or agency involved will create a list of responsibilities that will serve as a guide for internal standard operating procedures.

Further, this plan describes the role of the county EOC and the coordination that occurs between the EOC, cities, townships, communities and other response agencies. The plan outlines how San Juan EOC will serve as the focal point between cities, towns, townships, communities and the state in times of disaster. San Juan Emergency Management is responsible for updating the EOP on a regular basis to reflect and address the changing needs of San Juan County. This EOP complies with the National Incident Management System, in accordance with the National Response Framework, the Incident Command System and the State of Utah Emergency Operations Plan.

San Juan County has a portion of the Navajo Nation within its boundaries as well as the Ute Mountain Ute Tribe and the Southern Paiute Tribe. The response to an Emergency or disaster on the Navajo Nation is coordinated through the Navajo Nation Department of Emergency Management in Window Rock. The Utah Navajo Chapters work with the Navajo Nation Department of Emergency Management for their needs. The Navajo Nation Department of Emergency Management then coordinates with the State of Utah for assistance. The same process is followed for the Ute Mountain Ute Tribe and the Southern Paiute Tribe. The State of Utah has a designated Tribal Liaison Officer who works with the Tribes, State and Local jurisdictions to help coordinate efforts in response to an emergency or disaster.

PROMULGATION

This plan was approved by the San Juan County Commission on _____

WHEREAS, San Juan County recognizes it is at risk to a wide range of natural, technological, and man-made hazards and there is a need for ongoing emergency operations planning by all jurisdictions of government within San Juan County; and

WHEREAS, the San Juan County Commission has directed the staff to utilize the resources of the county in a resourceful and effective manner in the provision of emergency management; and

WHEREAS, staff has drafted the 2020 Emergency Operations Plan to assist the county and its residents to be prepared for and effectively respond to an emergency; and

WHEREAS, this Emergency Operations Plan is needed to coordinate and support county response efforts in the event of an emergency or disaster and during the aftermath thereof; and

WHEREAS, this plan will provide a framework for the departments of the county to plan, and perform their respective emergency functions during a Local, County, State or National emergency or disaster.

WHEREAS, in accordance with the Homeland Security Presidential Directive 5, all agencies, departments, and organizations having responsibilities delineated in this Emergency Operations Plan will use the National Incident Management System; and

WHEREAS, this plan is promulgated as the San Juan County Emergency Operations Plan and designed to comply with all applicable San Juan County regulations and provides the policies and procedures to be followed in response to emergencies, disasters and terrorism events.

NOW THEREFORE, BE IT RESOLVED by the Commission of San Juan County, this Emergency Operations Plan as updated is officially adopted,

PASSED AND ADOPTED BY THE SAN JUAN COUNTY COMMISSION, STATE OF UTAH, THIS _____ DAY OF _____ 2020

Commission Chairman

ATTEST:

County Commissioner

County Clerk

County Commissioner

APPROVAL AND IMPLEMENTATION

This document is the updated integrated emergency operations plan (EOP) for San Juan County. This EOP supersedes any previous emergency management plans promulgated by San Juan County. It provides a framework for County departments to plan and perform their respective emergency functions during a disaster or national emergency. This EOP recognizes the need for ongoing emergency operations planning by all County departments. This plan addresses the four goals identified in the National Strategy for Homeland Security:

- Prevent and disrupt terrorist attacks.
- Protect the American people, our critical infrastructure, and key resources.
- Respond to and recover from incidents.
- Continue to strengthen the foundation to ensure our long-term recovery success.

By integrating planning efforts in these four areas, San Juan County can produce an effective emergency management and homeland security program. In accordance with the Homeland Security Presidential Directive (HSPD)-5, all agencies, departments, and organizations having responsibilities delineated in this EOP will use the National Incident Management System (NIMS). This system will allow proper coordination between local, state, and federal organizations. As part of NIMS, the Incident Command System (ICS) will enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure. All on-scene incident management will be coordinated using ICS. This EOP is in accordance with existing federal, state, and local statutes. The San Juan County Commission has approved this plan. The plan will be revised and updated as required.

Under Title 53-2a-208 the San Juan County Commission and officials are hereby vested with the authority to declare a local state of emergency. The San Juan County Emergency Operations Plan has been duly adopted by the San Juan County Commission.

Minor modifications of the plan can be made by San Juan County Emergency Manager through a delegation of authority by approval of this plan and acknowledged below without the senior official's signature during any emergency event. I acknowledge that I, or a representative have reviewed this plan and agree to the tasks and responsibilities assigned herein. It is also agreed upon if necessary to upgrade this Emergency Operations Plan as it relates to responsibilities on a bi-annual basis and submit any changes to San Juan County Commission for their review and updates.

DAT APPROVED: _____

County Commissioner

Commission Chairman

County Commissioner

County Emergency Manager

San Juan County Emergency Operations Plan

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Section 1

INTRODUCTION

1.1 Purpose

The San Juan County Emergency Operations Plan (EOP) establishes the framework for the effective and comprehensive integration and coordination of the emergency response and recovery actions of all levels of government, volunteer organizations and the private sector within the county. The EOP is a comprehensive plan that is risk-based and all-hazards in its approach. As such, it is the blueprint for all San Juan County emergency and disaster operations, including natural disasters, human-caused accidental disasters, epidemics, and terrorist incidents. The emergency response and recovery actions undertaken by different government agencies and volunteer organizations following a major disaster or emergency will ensure that the following objectives are met:

- Reduce the vulnerability and health of citizens and communities within San Juan County to loss of life, injury, damage and destruction of property during natural, technological or human-caused emergencies and disasters or during hostile military or paramilitary actions.
- Prepare for prompt and efficient response and recovery to protect lives and property affected by emergencies and disasters.
- Respond to emergencies using all systems, plans and resources necessary to preserve the health, safety and welfare of persons affected by the emergency.
- Assist communities and citizens within San Juan County in recovering from emergencies and disasters by providing for the rapid and orderly restoration and rehabilitation of persons and property affected by emergencies.
- Provide an emergency management system encompassing all aspects of pre-emergency preparedness and post-emergency response, recovery, and mitigation. San Juan County Emergency Management is the lead agency for coordinating the response during a major disaster or emergency effecting San Juan County and is responsible for the following:
 - Assist families, businesses, and industry with developing their emergency plans
 - Develop effective mitigation practices for the community
 - Provide training and conduct exercises for the emergency response forces of the county
 - Develop and implement emergency plans, operating procedures and checklists, systems, and facilities for response to community emergencies
 - Work with local government and community agencies to develop plans and procedures to recover from a disaster
 - Coordinate the county's response to disasters

1.2 Scope

This EOP establishes the fundamental policies, basic program strategies, assumptions, and mechanisms through which San Juan County will mobilize resources collect and disseminate critical information and conduct activities to guide and support local jurisdictions and to seek assistance when necessary from the State of Utah, Division of Emergency Management (DEM) during response, recovery, and mitigation.

This EOP consists of a base plan, ESF Annexes, Support, and Incidents Annexes. The base plan provides guidance for response, roles and responsibilities, response actions, response organizations, and planning requirements to any incident that occurs. ESF Annexes group county resources and capabilities into functional areas that are most frequently needed in a county response. Support Annexes describe essential supporting

aspects that are common to all incidents. Support Annexes address the unique aspects of how we respond to specific incident categories. This EOP applies to the communities located within the boundaries of San Juan County.

1.3 Phases of Emergency Management

This EOP describes basic strategies that will outline the mobilization of resources and emergency operation activities that support local emergency management efforts. This EOP addresses disasters through the four mission areas identified in the National Strategy for Homeland Security: to prevent, protect against, respond to and recover from natural, technological or human-caused emergencies.

- Prevention consists of actions that reduce risk from human-caused events. Prevention planning identifies actions that minimize the possibility that an event will occur or adversely impact the safety and security of a jurisdiction's critical infrastructures and its inhabitants.
- Protection reduces or eliminates a threat to people and places. The protection of critical infrastructure and key resources is vital to local jurisdictions, national security, public health and safety, and economic vitality. Protection safeguards citizens and their freedoms, critical infrastructure, property, and the economy from acts of terrorism, natural disasters or other emergencies. Protective actions may occur before, during, or after an incident and prevent, minimize, or contain the impact of an incident.
- Mitigation is a vital component of the overall preparedness effort and represents the sustained actions a jurisdiction takes to reduce or eliminate long-term risk to people and property from the effects of hazards and threats. The purpose of mitigation is twofold: (1) to protect people and structures and (2) to minimize the costs of disaster response and recovery.
- Response embodies the actions taken in the immediate aftermath of an event to save lives, meet basic human needs and reduce the loss of property and impact to the environment. Response planning provides rapid and disciplined incident assessment to ensure response is quickly scalable, adaptable and flexible.
- Recovery encompasses both short-term and long-term efforts for the rebuilding and revitalization of affected communities. Recovery planning must be a near seamless transition from response activities to short-term recovery operations, including restoration of interrupted utility services, reestablishment of transportation routes, and the provision of food and shelter to displaced persons. More specific information concerning prevention, protection, response and recovery is addressed in the emergency support function section and incident annex appendices to this EOP.

1.4 Disaster Condition

It is recognized that San Juan County is vulnerable to natural, technological and human-caused hazards that threaten the health, welfare and security of our citizens. The cost of response to and recovery from potential disasters can be substantially reduced when attention is turned to mitigation action and planning. Although San Juan County is vulnerable to snowstorms, and flooding, other hazards such as wildfires, drought, and landslides pose risks to San Juan County's population and property. In the event of a major disaster or emergency, a large number of fatalities and injuries may result.

Many people will be displaced and incapable of providing food, clothing and shelter for themselves and their families. Jobs will be lost with reduced prospect for future employment in the area. The economic viability of the affected communities may be jeopardized. Many private homes, businesses and major industries may be

damaged or destroyed. The structural integrity of many public buildings, bridges, roadways and facilities may be compromised. Water and utility infrastructure may be severely affected. Emergency response personnel may be hampered in the response efforts due to transportation problems, lack of electrical power, debris, and damaged, destroyed, or inaccessible local structures. Timely deployment of resources from unaffected areas of San Juan County and the State of Utah will be needed to ensure an effective and efficient response.

1.5 Planning Assumptions

- Emergency management coordination in San Juan County is based on a bottom-up approach to response and recovery resource allocation (that is, local response efforts followed by county response efforts, then state response efforts, and finally federal government assistance) with each level exhausting its resources prior to elevation to the next level. Homeland security statute or regulations may govern certain response activities. The recovery of losses and/or reimbursements of costs from federal resources will require preparation and compliance with certain processes.
- The county will make every reasonable effort to respond in the event of an emergency or disaster. However, county resources and systems may be damaged, destroyed or overwhelmed.
- The responsibilities and functions outlined in this plan will be fulfilled only actual agency capabilities and resources are available at the time.
- Damages to infrastructure will likely be manifested in direct physical and economic damages to facilities and systems, emergency response abilities will be diminished due to inaccessible locales, and may cause inconvenience or overwhelming distress due to temporary or protracted service interruptions and will result in long-term economic losses due to the economic and physical limitations of recovery operations.
- The San Juan County EOC will be staffed with representatives from county agencies and private organizations grouped together under the ESF concept. The primary agency for each ESF will be responsible for coordinating the planning and response activities of the support agencies assigned to that ESF.
- Effective preparedness requires ongoing public awareness and education programs so that citizens will be prepared, when possible, and understand their own responsibilities should a major disaster or emergency event occur.
- Time of occurrence, severity of impact, weather conditions, population density, building construction, and secondary events such as fires, explosions, structural collapse, contamination issues, loss of critical infrastructure and floods are a few of the significant factors that will affect casualties and damage.
- Disaster relief from agencies outside the county may take 72 hours or more to arrive.
- Residents living within the county boundaries are encouraged to develop a family disaster plan and maintain the essential supplies to be self-sufficient for a minimum of two (2) weeks.

1.6 Incident Command System

San Juan County has adopted the National Incident Management System (NIMS) as the standard incident management structure within the county. The Incident Command System (ICS) is the standard for on-scene emergency management throughout San Juan County. First responders in all organizations are encouraged to implement the training, exercising and everyday use of ICS. ICS is a combination of facilities, equipment, personnel, procedures and communications that operates with a common organizational structure and is designed to aid in the management of resources during incidents. ICS is applicable to small and large/complex incidents. All operations within the EOC will be conducted using ICS.

All operations under the San Juan County EOP will be undertaken in accordance with the mission statement of San Juan County Emergency Management:

“The mission of San Juan County Emergency Management is to establish, coordinate, maintain county-wide Emergency Management activities and intergovernmental, private, and volunteer partnerships in order to establish sustainable communities and support responses to and recovery from emergencies, as well as collect and disseminate critical information.”

- San Juan County Emergency Management is responsible for the development of this plan.
- Municipal, state, and federal emergency plans and programs will integrate with the San Juan County EOP to provide effective and timely support to the citizens of San Juan County in the event of a major disaster or emergency.
- County agencies will develop appropriate plans and procedures to carry out the emergency responsibilities assigned to them in the EOP.
- Local emergency response is primary during an emergency or disaster. San Juan County will coordinate with local officials to augment local emergency resources as needed.
- All local governments and agencies must be prepared to respond to emergencies and disasters even when government facilities, vehicles, personnel and political decision-making authorities are affected.
- When necessary, San Juan County Emergency Management will initiate requests for assistance from the state government through the Division of Emergency Management (DEM). DEM may initiate requests for assistance from the federal government through the Federal Emergency Management Agency (FEMA) and other states through the Emergency Management Assistance Compact (EMAC). All activity undertaken under the EOP shall be coordinated using the Incident Command System, and the National Incident Management System, in accordance with Homeland Security Presidential Directive.

Particularly in major disasters, the public looks to government at all levels for assistance through all available means. In addition to the increased potential for disasters, a number of other factors are also on the rise. These include property values, population growth and population density within hazard vulnerable zones. This sets the stage for increased impact and economic ramifications of catastrophic events.

1.7 Incident Response and Management

1.7.1 Initial Priorities

The first minutes and hours following an emergency situation or disaster can be disorganized and confusing and limit the ability of the county to provide an effective response. In order to avoid this scenario, initial priorities have been developed that include but are not limited to:

- Determination of the level of the incident and establishment Emergency Operating Center operational level.
- Preliminary damage assessment to provide critical post-disaster information.
- Creation of the Incident Action Plan (ICS Form 201) that includes initial incident period objectives.
- Assessment of critical facilities including hospitals, public safety facilities, schools and other mass gathering locations, and similar structures.

1.7.2 Communication, Information Dissemination and Media Relations

Perhaps the most important element of an effective response is the ability to communicate and disseminate information. The flow of information between emergency responders, media outlets and to the general public is vital to maintain stability and order during an emergency situation or disaster. Effective communication can

save lives and property while the lack of information can be life threatening or even fatal and increase the amount of damage to property.

All outgoing information will be approved by the County Administrator or designee. All public statements, requests for assistance, instruction to residents and businesses, and any other information shall be reviewed and approved by the County Administrator or designee in order to maintain good order. The County Administrator designee will inform the media and general public of measures underway to address the situation, including local government decisions and actions. Furthermore, the County Administrator or designee will provide information about relief services available if necessary. There are many methods to communicate to the public and the news media. At the present time County utilizes Twitter, Facebook, Website, Email, Cellular Phones, and Land Line Phones. Other methods may be used as they become available. If San Juan County requires additional communication assistance, they will utilize a Joint Information Center (JIC). This center will provide a back-up and assist during an emergency to help with media and provide call takers.

Section 2

Hazard Analysis

2.1 Hazard Analysis

A disaster can occur at any time within the jurisdiction of San Juan County or any of its municipalities. All areas of San Juan County are at risk for three types of events:

- Natural Disasters – Avalanche, drought, earthquake, epidemic, flood, landslide, tornado, severe weather (rain, snow, wind, lightning, etc.), wildfires, etc.
- Technological Incidents – Airplane crash, dam failures, hazardous materials release, power failure, etc.
- Human-Caused Hazards - Transportation incidents involving hazardous substances, ground transportation accidents, civil disturbances, school violence, terrorists or bomb threats, sabotage and conventional nuclear, biological, or chemical attack, etc.

2.2 Natural Hazards

Numerous natural hazards exist in San Juan County that can constrain land use. Severe Drought, Wildland Fire, Flooding and Winter Storms

Landslide: Are common natural hazards in Utah. They often strike without warning and can be destructive and costly. Common types of landslides in Utah are debris flows, slides, and rock falls. Many landslides are associated with rising groundwater levels due to rainfall, snowmelt and landscape irrigation.

Drought: Even in normal years, Utah has a limited water supply. It is the second driest state in the nation. Most of Utah is classified as a desert receiving less than 13 inches of annual precipitation. Drought is a normal and recurring feature of climate and is a result of a deficiency of precipitation over an extended period of time, resulting in a water shortage that impacts normal water usage. The severity of a drought depends on the degree of moisture deficiency, its duration and the size of the affected area. Because it is so hard to develop a quantitative definition for drought, it is difficult to determine precisely when a drought starts and ends.

Epidemic: Epidemics and Public Health Emergency Emerging and reemerging infections such as pandemics, mosquito-borne illnesses, hemorrhagic fevers, and the resurgence of tuberculosis and cholera in new, more severe forms, and the economic and environmental dangers of similar occurrences in animals and plants attest to our continuing vulnerability to infectious diseases throughout the world.

Flooding: Although located in a semi-arid region, San Juan County is vulnerable to severe thunderstorms and snowmelt floods.

Severe Weather

Snow: Snowstorms over southeastern Utah have a dramatic effect on regional commerce, transportation and daily activity.

Lightning: Each year, hundreds of Americans are hit by lightning, resulting in dozens of deaths and injuries. Lightning causes more deaths per year in the United States than those from tornados or hurricanes.

Wildfire: Utah's typical fire season is the dry period from May through October. A large number of wildfires are caused by lightning. The wildland/urban interface is defined as the area where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

2.3 Technological Hazards

Include hazardous materials incidents and nuclear power plant failures. Usually, little or no warning precedes incidents involving technological hazards.

Hazardous Materials: Incidents can occur anywhere there is a road, rail line, pipeline or fixed facility storing hazardous materials. Virtually the entire county is at risk to an unpredictable incident of some type.

Fixed Sites: The Emergency Management Department conducts annual review of facilities that store or use chemicals that are considered extremely hazardous substances by the U.S. Environmental Protection Agency. The Emergency Management Department maintains and updates the hazard analysis and facility emergency response information every two years.

Chemical Stockpile Emergency Preparedness Program: In December 1985, Congress directed the U.S. Department of Defense to destroy the United States stockpile of lethal unitary chemicals. Accidents involving explosions, fires and spills could have environmental consequences of major proportions, including human fatalities, destruction of wildlife and wildlife habitat, destruction of economic resources, contamination of water resources and water supplies, and degradation of the quality of life in affected areas.

Urban Fires: The risk of an urban conflagration has been reduced with the establishment and implementation of fire prevention codes and inspection programs. Arson and institutional fires may require major commitments of fire suppression resources leaving the community vulnerable to other emergency responses.

2.4 Human-Caused Hazards

San Juan County may not be able to prevent a human-caused hazard from happening, but it is well within the county's ability to lessen the likelihood and/or the potential effects of an incident

Transportation Incidents: Involve the interruption or failure of transportation systems, including air, rail, and ground vehicles. San Juan County has no public railway, bus, or passenger air transportation. The major U.S. Highways include 191 and 491 (formerly known as "The devil's highway" or route 666). State highway 191 extends from the northern San Juan County line south through Monticello, Blanding, Bluff, and Mexican Water on into Arizona. State highway 491 extends from the Colorado State line west through Monticello. State highway 163 runs perpendicular to US 191, extending from Montezuma Creek west through Bluff, and then southwesterly through Mexican Hat and on to the Arizona state line.

The movement of motorized vehicles in San Juan County is a common everyday occurrence. Due to the rural/frontier nature of the county, a majority of our residents depend on vehicular transportation as their primary mode of transportation. Due to the frequency of vehicular movement, there are a significant number of accidents that occur within the community. In the instance of an isolated incident or a "typical" multi-

vehicle incident, the normal emergency procedures of the County Sheriff's Department and Local Police Department(s) EMS, and Volunteer Fire & Rescue Departments will address the situation. However, in the instance of mass casualties, extended closure of major transportation routes, injuries that exceed the ability of local medical providers to provide adequate triage or similar disaster level instances, a more intensive response is necessary. If this situation occurs mutual aid agreements with other agencies will be requested.

Civil Unrest: While rare, incidents such as riots, protests, looting and other public displays can have an impact on a community. Typically, these incidents can be adequately addressed through normal public safety procedures. If an incident of civil unrest rises to a level that warrants a more intensive response from San Juan County. The County Emergency Manager with consultation public safety officials may take any measures necessary to protect the health, safety, property and general welfare of residents and businesses in the community. These situations are unique, very dynamic and can change very quickly. The County Emergency Manager is hereby authorized to use all resources to protect the interests of the residents and businesses of the county, as allowed by law. Each incident may require a unique response from San Juan County.

Domestic Terrorism

Terrorism is the use of force or violence against persons or property in violation of the criminal laws of the United States for purposes of intimidation, coercion or ransom. Terrorists often use threats to create fear among the public, to try to convince citizens that their government is powerless to prevent terrorism, and to get immediate publicity for their causes. The Federal Bureau of Investigation (FBI) categorizes terrorism in the United States as one of two types: domestic terrorism or international terrorism.

- Domestic terrorism involves groups or individuals whose terrorist activities are directed at elements of our government or population without foreign direction.
- International terrorism involves groups or individuals whose terrorist activities are foreign based and/or directed by countries or groups outside the United States or whose activities transcend national boundaries.

A terrorist attack can take several forms, depending on the technological means available to the terrorist, the nature of the political issue motivating the attack, and the points of weakness of the terrorist's target. Bombings are the most frequently used terrorist method in the United States. Other possibilities include an attack at transportation facilities, an attack against utilities, other public services or an incident involving chemical or biological agents.

Biological and Chemical Weapons: Biological agents are infectious microbes or toxins used to produce illness or death in people, animals or plants. Biological agents can be dispersed as aerosols or airborne particles. Terrorists may use biological agents to contaminate food or water because they are extremely difficult to detect. Chemical agents kill or incapacitate people, destroy livestock, or ravage crops. Some chemical agents are odorless and tasteless and are difficult to detect. They can have an immediate effect (a few seconds to a few minutes) or a delayed effect (several hours to several days).

Regional and National Incidents: The potential exists for an emergency situation or disaster, whether located in San Juan County or not, to occur that extends beyond the county boundaries but can have significant impact on the community. These regional or national incidents vary in severity and often involve interagency efforts. Each incident may require a unique response from San Juan County.

Utility Outages or Shortages: San Juan County Residents rely on public and private utility companies to satisfy their needs. Temporary or extended utility outages or shortages can cause significant disruptions in the operations of essential government services, public and private business operations, medical equipment and services, and the daily lives of residents. Although many critical facilities have emergency standby power supplies, they are designed for temporary events and subject to disruption or failure. One of the primary

concerns in relation to the potential loss of utilities is the harsh climate in our community. San Juan County can experience very hot summer conditions and very cold winter weather. Both of these extremes can be life threatening in a short period of time; sometimes within just hours. San Juan County will continue to make preparations for providing critical government services during a utility outage or shortage.

Communications Disruptions: On a constant basis, advances in communication devices allow people, business owners, and government to correspond in faster and more lifelike methods. Along with these improvements comes a heavier reliance on communication devices and traditional means of communication are discarded. Although providers go to great lengths to ensure reliability, there are instances when these methods are not available. Not surprisingly, the likelihood of these methods failing is significantly higher during an emergency situation or disaster, especially if the situation involves geologic or seismic hazards. For these reasons, San Juan County is working on implementing redundancy in the emergency preparedness communication devices used in emergency situations and in the emergency operations center (EOC) in the instance of prolonged loss of communication methods.

2.4.1 Hazard Assessment

San Juan County has conducted an all-hazards assessment of potential vulnerabilities to the county. This assessment will assist with prioritization and outlines a direction for planning efforts. San Juan County recognizes the pre-disaster mitigation plan developed by San Juan County Emergency Management. This pre-disaster mitigation plan serves to reduce the county's vulnerability to natural hazards. The pre-disaster mitigation plan is intended to promote sound public policy and protect or reduce the vulnerability of the citizens, critical facilities, infrastructure, private property and the natural environment within the region. The hazard analysis table below provides information to understand risks and their corresponding likelihood and consequences in San Juan County.

Hazard	Date	Location	Critical Facility/ Area Impacted	Comments
Tornado	May 21, 1947	San Juan County		F0 on the Fujita Scale.
Tornado	May 23, 1947	San Juan County		F0 on the Fujita Scale.
Flash Flood	August 17, 1955	Monticello	Northeast Section of City	Damage to homes and businesses
Flash Flood	August 2, 1956	Monticello		City and some homes were flooded; one motel

				resulted in \$50,000 in damage.
Flash Flood	July 31, 1965	Monticello		Farmland and crop damage, Johnson Creek Road damaged.
Flood	August 1, 1968	Bluff		Residential and business property damaged. Damage estimated over \$16,000.
Winter Storm	1974	San Juan County		Runoff damage
Winter Storm	1986	Countywide		Road closures and property damage.
Landslide	October 17, 1986	Monticello		Impacted the construction of a sewer line. An engineering study was completed to mitigate the impact.
Earthquake	June 25, 1991	14 Miles from Oljato Monument		3.0 Mag No Damage Reported
Winter Storm	1992	Countywide		Road closures and property damage.
Blizzard	January 1, 1997	Countywide		3 deaths, 50 injuries and \$40 million in property damage.
Winter Storm	April 2, 1997	Countywide		No property damages or no loss of life
Winter Storm	October 15, 1998	Countywide		Several thousand dollars of property

				damage.
Rainstorm	October 30, 1998	Bluff		No severe damage.
Winter Storm	December 19, 1998	Countywide		Several thousand dollars in property damage.
Wildfire	June 16, 1999	Monticello		No property damage or loss of life.
Wildfire	July 17, 2000	Blanding		No property damage or loss of life.
Wildfire	July -August, 2000	Monticello		
Funnel Cloud	August 20, 2000	Mexican Hat		No Damage Reported
Funnel Cloud	August 21, 2000	Monticello		No Damage Reported
Earthquake	September 26, 2002	8 Miles from Halls Crossing		3.0 Mag No Damage Reported
Earthquake	April 8, 2005	20 Miles from Lake Powell		2.8 Mag No Damage Reported
Earthquake	June 6, 2008	7 Miles from White Mesa		3.7 Mag No Damage Reported
Earthquake	September 7, 2008	9 Miles from Navajo Mountain		2.6 Mag No Damage Reported
Earthquake	March 31, 2009	17 Miles from Lake Powell		3.0 Mag No Damage Reported
Earthquake	April 14, 2009	19 Miles from Lake Powell		2.9 Mag No Damage Reported
Earthquake	June 9, 2009	17 Miles from Lake Powell		2.7 Mag No Damage Reported
Earthquake	July 13, 2009	3 Miles from Navajo Mountain		3.3 Mag No Damage reported
Earthquake	January 18, 2011	9 Miles from		2.5 Mag

		Oljato Monument Valley		No Damage Reported
Earthquake	July 16, 2012	15 Miles from Lake Powell		2.6 Mag No Damage Reported
Flash Flood	September 12, 2012	Upheaval Canyon	White Rim Road	Road Damage to White Rim Road
Flash Flood	September 12, 2012	Bluff	Hwy 91	Debris flow 8 miles north of Bluff closes Hwy. 91
Heavy Rainfall	January 26, 2013	Montezuma Creek	Hwy 262	Rock slide and debris damages Hwy 262
Earthquake	March 2, 2013	5 Miles from Montezuma Creek		2.0 Mag No Damage Reported
Flash Flood	May 9, 2013	Canyonlands National Park	Portions of Salt Creek Road Impassable due the creation of Quicksand	Road Damage
Flash Flood	July 15, 2013	White Rock Point	Hwy 191 MM 17	Mudflow 4' deep traps one vehicle, no injuries
Earthquake	July 23, 2013	7 Miles from Lake Powell		1.8 Mag No Damage Reported
Flooding	August 5, 2013	Monticello	Street Flooding and Basement Flooding	Property Damage
Flash Flood	August 25, 2013	Bluff	Flooding along Hwy. 191	Sandbagging took place
Flash Flood	August 26, 2013	Kane Springs, Fry Canyon, Mexican Hat	Roads Closed, Campgrounds Evacuated	Road Damage No Injuries
Flash Flooding	September 9, 2013	Countywide	Elephant Hill Road washed out, Hwy. 191 near Church Rock closed due to a debris flow, Valley	No Injuries reported Road Damage

			of the Gods Road Closed	
Hail Storm	September 17, 2013	Blanding	Up to 4" Hail Fell on the Roadways, the plows were called out	Damages to vehicles estimated to be \$20,000
Hail Storm	September 22, 2013	Montezuma Creek	Golf ball size hail fell breaking windows and windshields	Estimated Property Damage \$20,000
Earthquake	October 3, 2013	2 Miles from Navajo Mountain		2.2 Mag No Damage Reported
Earthquake	October 6, 2013	13 Miles from Halls Crossing		1.7 Mag No Damage Reported
Winter Storm	October 10, 2013	Countywide		
Winter Storm	October 29, 2013	Countywide		
Winter Storm	November 20, 2013	Countywide		
Winter Storm	November 22, 2013	Canyonlands		
Earthquake	November 30, 2013	52 Miles from Blanding		1.7 Mag No Damage Reported
Winter Storm	December 4, 2013	Countywide		
Earthquake	December 6, 2013	51 Miles from Blanding		1.8 Mag No Damage Reported
Winter Storm	December 8, 2013	Countywide		
Winter Storm	January 30, 2014	Countywide		
Winter Storm	February 4, 2014	Countywide		
Earthquake	March 27, 2014	10 Miles from Monticello		2.0 Mag No Damage Reported
Winter Storm	April 2, 2014	Countywide		
Earthquake	April 3, 2014	9 Miles from Halls Crossing		2.1 Mag No Damage Reported
Earthquake	April 5, 2014	15 Miles from Lake		1.7 Mag No Damage

		Powell		Reported
Drought	April – Dec. 2014	4 Corners Area		
Flash Flood	May 11, 2014	Canyonlands National Park	Flooding caused secondary roads to be washed out in the Needles District	Search and Rescue Operations were required No Injuries Reported
Drought	June 1-30, 2014	Countywide		
Flash Flood	July 29, 2014	Monticello Airport to North of Peters Hill	3 to 4 feet of water were reported covering areas alongside HWY 191	Road damage
Flash Flood	August 4, 2014	Monticello	Mud and water 6" deep flowing over Hwy 191	Road Damage
Flash Flood	August 14, 2014	Canyonlands National Park	Needles District local drainages and several roads flooded	Road Damage
Flash Flood	September 9, 2014	Canyonlands National Park	A county road and White Rim Road were flooded and up to a foot of mud deposited on the roads	Road Damage and back country campers were stranded
Winter Storm	November 3, 2014	Countywide		
Winter Storm	November 16, 2014	Countywide		
Winter Storm	December 25, 2014	Countywide		
Winter Storm	December 31, 2014	Countywide		
Winter Storm	January 12, 2015	Countywide		
Winter Storm	January 31, 2015	Countywide		
Drought	Jan-Dec, 2015	4 Corners Area		
Debris Flow	February 10, 2015	Shafer Trail Road	Rockslide with boulders as large as cars	Significant Road Damage
Winter Storm	February 28, 2015	Countywide		
High Wind	April 14, 2015	Natural		

Event		Bridges		
Winter Storm	April 18, 2015	Countywide		
Funnel Cloud	May 14, 2015	Halls Crossing	Funnel Cloud Reported	No Damage Reported
Flooding	June 6, 2015	Elephant Canyon	Minor Flooding	No damage reported
Tornado	June 6, 2015	Comb Ridge	The tornado touched down east of Monument Valley	No Damage Reported
Hail Storm	June 6, 2015	Bluff	Quarter size hail reported 10 miles south of Bluff	No Damage Reported
Flash Flood	June 11, 2015	Canyonlands National Park	Several areas of debris filled water flowed up to a foot deep over Hwy 211	Road damage
Flash Flood	June 13, 2015	Arch Canyon	Heavy Rainfall resulted in fast moving water at least 4 feet deep moving down the canyon	An SUV parked on Arch Canyon Trail Road washed downstream about 2.2 miles. The owners were on higher ground and hiked out
Funnel Cloud	July 5, 2015	Halls Crossing	A funnel cloud was observed about four miles east of Hwy 276	No Damage Reported
Funnel Cloud	July 5, 2015	Monticello	A funnel cloud was observed and photographed on the east side of Monticello	No Damage Reported
Hail Storm	October 7, 2015	Blanding	Quarter size hail fell in the Blanding area	No damage Reported
Winter Storm	November 5, 2015	Countywide		
Winter Storm	December 15, 2015	Countywide		
Winter Storm	December 25, 2015	Countywide		
Winter Storm	January 7, 2016	Countywide		

Winter Storm	January 21, 2016	Countywide		
Drought	Jan.-Dec. 2016	4 Corners Area		
Winter Storm	February 2, 2016	Countywide		
Earthquake	March 17, 2017	50 Miles from Blanding		3.0 Mag No Damage Reported
Earthquake	April 21, 2017	26 Miles from Blanding		3.8 Mag No Damage Reported
Thunderstorm	July 22, 2017	Mexican Hat	Heavy Rain Fall Minor Street Flooding	No Damage Reported NOAA
Flash Flood	July 25, 2017	Valley of the Gods	Valley of the Gods Road flooded	Several Visitors Stranded NOAA
Flash Flood	August 6, 2017	La Sal Junction	Culvert blocked by debris, water over a foot deep ran over the roadway	Temporary road closure, minor road damage
Earthquakes	September 7, 2017	35 Miles from Blanding	2 earthquakes were recorded from the same location, same day	4.3 Mag No Damage Reported
Drought	January- June 2018	Countywide		Drought Disaster Declaration signed

2.4.2 Mitigation

Based on the hazard analysis and hazard assessment above, San Juan County has designed mitigation activities to reduce or eliminate risks to persons or property and to lessen the actual or potential effects or consequences of an incident. These mitigation activities are detailed in the San Juan County Pre-Disaster Hazard Mitigation Plan. Mitigation activities may be implemented prior to, during, or after an incident, as appropriate, and can be conducted at the federal, state, county, or jurisdictional level. This section outlines the mitigation activities at each level of government as they pertain to the San Juan County mitigation strategy to reduce exposure to, probability of or potential loss from hazards. The plan is intended to promote sound public policy designed to protect citizens, critical facilities, infrastructure, private property and the natural environment.

2.4.2.1 Mitigation Planning Process and Coordination

The San Juan County Emergency Manager is responsible for coordinating the development of the San Juan County Pre-Disaster Mitigation Plan. The county plan is a result of a planning process that involved entities from local, city, county, state, and federal partners. Every attempt was made to coordinate other planning efforts to reduce duplication of effort. The plan was posted to the Web site upon completion and comments were solicited. The plan was also submitted to FEMA region VIII for approval.

2.4.2.2 Mitigation Goals Identified in the Pre-Disaster Mitigation Plan



Image provided by San Juan County

Wildland fire

Goal 1	Priority: High
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Objective 1: WF1	To Mitigate damage to the Communication Tower on Abajo Peak, Cedar Mesa and Colorado Communication Sites	
Action project: 1	Create Defensible Space	
	Location:	Abajo Peak, Cedar Mesa
	Time Frame:	2018-2019
	Funding:	State, Federal, Local
	Estimated Cost:	\$40,000
	Staff:	Division of Forestry Fire and State Lands, Forest Service, County
	Background	Overgrowth of vegetation at communication sites presents danger of wildfire risk and loss of communication capabilities.

Countywide Problem Identification 1: Communication towers in the following areas: Abajo Peak, Cedar Mesa and Colorado Border need to have defensible space implemented to keep the communications for Law Enforcement and Emergency Medical Services operating within the county.

Wildland fire

Goal 2	Priority: High
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Objective 1: WF2	To Mitigate damage to homes within the county that are in the wildland interface	
Action project: 2	Create Defensible Space	
	Location:	San Juan County
	Time Frame:	Ongoing
	Funding:	County, Federal
	Estimated Cost:	\$60,000
	Staff:	County Volunteer Fire Departments
	Background	Homes have been built in the wildland interface

Countywide Problem Identification 1: Throughout the years more and more homes have been built within the wildland interface.

Wildland fire

Goal 3	Priority: High
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Objective 1: WF3	To Mitigate homes being built in the wildland interface without defensible space	
Action project: 3	Provide Firewise Workshop and Firewise Brochure in new building permit applications	
	Location:	San Juan County
	Time Frame:	2018-2020
	Funding:	County, Federal
	Estimated Cost:	\$5,000
	Staff:	County Fire
	Background	No Educational Materials have been provided for new building within the wildland fire interface.

Countywide Problem Identification 1: Homes have been built without providing educational materials on defensible space

Wildland fire

Goal 4	Priority: High
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Objective 1: WF4	To mitigate damage to the Monticello Watershed on Abajo Mountain	
Action project: 4	Groom watershed of dead and down vegetation	
	Location:	Abajo Mountain
	Time Frame:	2019-2021
	Funding:	State and Federal
	Estimated Cost:	\$50,000
	Staff:	State, Forest Service
	Background	Vegetation overgrowth within the watershed

Countywide Problem Identification 1: There is a lot of dead and down vegetation and overgrowth within the Monticello watershed that is posing a wildland fire hazard.

Wildland fire

Goal 5	Priority: Medium
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Objective 1: WF5	To Mitigate Tamarisk growth on San Juan River	
Action project: 5	Clear the overgrowth of tamarisk on San Juan River banks	
	Location:	San Juan river
	Time Frame:	2020-2021
	Funding:	Federal
	Estimated Cost:	\$40,000
	Staff:	BLM
	Background	Tamarisk growth on river are overgrown.

Countywide Problem Identification 1: Tamarisk growing along San Juan River is crowding access, water consumption and presenting a high fuel load. Concerns for the community and fire.



Image provided by San Juan County

Problem Soils: Erosion

Goal 1	Priority: Medium	
Objective 1: E1	To Mitigate Erosion of Roads at 3 Step Area and Kane Creek	
Action project: 1	Develop Mapping and Education Materials Showing problem areas	
	Location:	San Juan County
	Time Frame:	2018-2020
	Funding:	County
	Estimated Cost:	\$3,000
	Staff:	County
	Background	Weather conditions have caused erosion on county roads and byways

Countywide Problem Identification 1: Roads in the Spanish Valley area and 3 Step have deteriorated with erosion due to weather conditions



Image provided by San Juan County

Flood

Goal 1	Priority: High
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Objective 1: F1	To Mitigate Saint Christopher Mission/ Bluff Area Flooding	
Action project: 1	Improve and sustain current levee	
	Location:	St. Christopher Mission and Bluff, UT
	Time Frame:	Ongoing
	Funding:	Federal, State, County
	Estimated Cost:	\$1,200,000
	Staff:	County
	Background	Community by St. Christopher Mission flooding issues

Countywide Problem Identification 1: During spring runoff there is the risk of flooding to the St. Christopher Mission area from the San Juan River.

Flood

Goal 2	Priority: High
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Objective 1: F2	To Mitigate washouts and improve the low water crossings at Mill
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	Creek in Spanish Valley, Pack Creek Bridge Flooding, North Cottonwood, South Cottonwood, and Butler Wash areas	
Action project: 1	Mitigate road flooding in Spanish Valley Pack Creek, North Cottonwood, South Cottonwood and Butler Washes by adding rip rap covered by wire to the stream bed banks to stabilize the banks of the stream beds.	
	Location:	Spanish Valley Pack Creek
	Time Frame:	Ongoing
	Funding:	County
	Estimated Cost:	\$200,000
	Staff:	County
	Background	Heavy rainstorms create road flooding in the Spanish Valley Pack Creek Area, North Cottonwood, South Cottonwood and Butler Wash Areas. Influx of tourism due to Bears Ears National Monument Designation and Flashfloods create road washouts.

Countywide Problem Identification 1: When heavy rains are encountered there are roads in Spanish Valley and Pack Creek that are flooded.

Flood

Goal 3	Priority: High	
Objective 1: F3	Define the Flood Plain for Spanish Valley	
Action project: 1	Contract with an engineering firm to study and establish the boundaries of the flood plain in Spanish Valley caused by Ken's Lake, Pack Creek, and storm water runoff.	
	Location:	Spanish Valley
	Time Frame:	2019-2020
	Funding:	Private Property Developers, Local, State
	Estimated Cost:	\$250,000
	Staff:	County, Private Contractor
	Background	The Spanish Valley Area is expected to experience significant growth. (Appendix 8) Identifying the flood plain does impact building codes and zoning regulations.

Flood

Goal 4	Priority: Medium
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Objective 1: F4	To Mitigate Damage to Home owners due to flooding	
Action project: 1	Create outreach documents for Flood Awareness and Insurance	
	Location:	San Juan County
	Time Frame:	2018-2020
	Funding:	County
	Estimated Cost:	\$2,000
	Staff:	County
	Background	Not a lot of outreach for flooding and flood insurance currently available.

Countywide Problem Identification 1: Flood information is not readily available in brochure format for residents.

Earthquake

Goal 1	Priority: High
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Objective 1: EQ1	To Mitigate loss due to earthquakes	
Action project: 1	Prepare a brochure for earthquake awareness	
	Location:	San Juan County
	Time Frame:	2018-2020
	Funding:	County
	Estimated Cost:	\$2,000
	Staff:	County
	Background	Limited earthquake awareness information available.

Countywide Problem Identification 1: Earthquakes are thought to not be very common in San Juan County in the past year we have experienced 2 in the same location.

Goal 1	Priority: High
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Objective 1: EQ2	Mitigate loss due to earthquakes	
Action project: 1	Encourage participation in the Great Shake Out	
	Location:	San Juan County
	Time Frame:	2018-2020
	Funding:	County
	Estimated Cost:	\$1,000
	Staff:	County
	Background	Low Participation in the Great Shake Out Drill

Countywide Problem Identification 1: Earthquakes are thought to not be very common in San Juan County in the past year we have experienced 2 in the same location.

Severe Weather: High Winds

Goal 1	Priority: High
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Objective 1: HW1	To Mitigate Damage due to high winds	
Action project: 1	Promote Tree Trimming for power lines	
	Location:	San Juan County
	Time Frame:	2018-2020
	Funding:	County
	Estimated Cost:	\$1,000
	Staff:	County
	Background	Power Outages due to high winds and people burning on high wind days

Countywide Problem Identification 1: There have been instances of power outages due to high winds and tree limbs in the power lines. Locals burn without knowing the dangers of burning on Red Flag High wind days.



Severe Weather: Lightning

Goal 1	Priority: High
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Objective 1: L1	Mitigate loss due to lightning
Action project: 1	Produce lightning brochures for lightning awareness
	Location: San Juan
	Time Frame: 2018-2020
	Funding: County
	Estimated Cost: \$1,000
	Staff: County
	Background Lightning storms are very frequent in San Juan County during the summer months.

Countywide Problem Identification 1: High probability of lightning storms in San Juan County due to monsoon season.



Image provided by San Juan County

Severe Weather: Hail

Goal 1	Priority: Medium
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Objective 1: H1	Mitigate loss due to hail storms
Action project: 1	Produce brochure for hail awareness

	Location:	San Juan County
	Time Frame:	2018-2020
	Funding:	County
	Estimated Cost:	\$1,000
	Staff:	County
	Background	Hail storms are encountered several times a year and cause damage to property

Countywide Problem Identification 1: Hail storms have caused damage to vehicles, property and crops in San Juan County.



Image provided by San Juan County

Severe Weather: Tornadoes

Goal 1	Priority: Low
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Objective 1: T1	Mitigate loss due to Tornadoes	
Action project: 1	Promote Severe Weather Safety and monitoring NOAA Weather Radio	
	Location:	San Juan County
	Time Frame:	2018-2020
	Funding:	County
	Estimated Cost:	\$1,000
	Staff:	County
	Background	Residents do not think that tornados are an issue during the past few years funnel clouds have been encountered more often.

Countywide Problem Identification 1: Thunderstorms with the potential to produce funnel clouds/tornados have been encountered more frequently in San Juan County.



Image provided by San Juan County

Severe Weather: Winter Weather

Goal 1	Priority: High
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Objective 1: WW1	Mitigate effects of winter weather
Action project: 1	Educate on Family and Traveler emergency preparedness during winter months by continuing to participate in the Weather Nation Ambassador Program.
	Location: San Juan County
	Time Frame: 2018-2020
	Funding: County
	Estimated Cost: \$2,000
	Staff: County
	Background San Juan County frequently encounters heavy winter storms. The Weather Nation Ambassadors partner with the National Weather Service to improve readiness, responsiveness, and overall resilience against extreme weather, water, and climate events in their communities. WRN Ambassadors agree to promote WRN messages, collaborate on outreach and education efforts, share success stories, and serve as an example.

Countywide Problem Identification 1: San Juan County encounters heavy winter storms every year sometimes stranding community members and travelers.



Image provided by San Juan County

Severe Weather: Winter Weather

Goal 1	Priority: High
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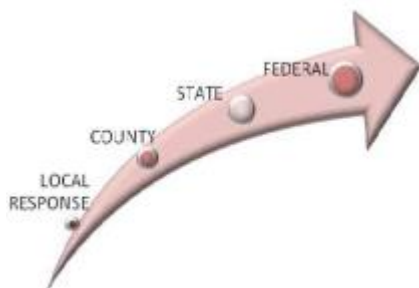
Objective 1: WW2	Mitigate personal injury during winter months
Action project: 1	Promote CO2 Detector Awareness
	Location: San Juan County
	Time Frame: Ongoing
	Funding: County
	Estimated Cost: \$1,000
	Staff: County
	Background San Juan County encounters winter storms which requires heaters increasing the risk of Carbon Monoxide poisoning

Countywide Problem Identification 1: San Juan County has experienced Carbon Monoxide poisoning at one of the elementary schools due to a faulty water heater

Section 3

Concept of Operations

3.1 Normal Operations



In the absence of a declared disaster or state of emergency, the emergency response forces of the community (EMS, fire, law enforcement and public works) will respond to emergencies within their jurisdictions with the authorities vested to them by law and local policy. Mutual aid and shared response jurisdictions are addressed through local agreements and do not require a local declaration of a state of emergency to enable them. San Juan County Emergency Management monitors local emergencies and provides EOC operational assistance as required. Notifications of reportable events are made to the appropriate agencies and warning points. Severe weather watches and warnings are relayed to agencies when issued by the National Weather Service. The county EOC levels may be escalated without a local declaration of a state of emergency to support local agencies in normal response or community emergencies.

3.2 Emergency Operations Plan Implementation

This plan is continually operational with changes in levels occurring under the following conditions:

- An incident occurs or is imminent
- A state of emergency is declared
- As directed by the County Emergency Manager or designee

3.3 Declaring a Local State of Emergency

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (referred to as the Stafford Act - 42 U.S.C. 5721 et seq.) authorizes the president to issue major disaster or emergency declarations before or after catastrophes occur. Emergency declarations trigger aid that protects property, public health and safety, and lessens or averts the threat of an incident becoming a catastrophic incident.

An incident may start out small and escalate quickly or a major incident may occur at any time. The following is an example of steps leading to a disaster declaration.

- As soon as an incident occurs, San Juan County Emergency Management begins monitoring the situation.
- The EOC may be put on standby or minimally staffed.
- An initial assessment of damages is provided if available.

When conditions warrant, the San Juan County Emergency Manager, will request a declaration that a local state of emergency exists in San Juan County. Under Title 53-2a-208 authorizes the County Commission to declare an emergency and is the elected official(s) charged with overall responsibility for the response and recovery during a declared local state of emergency. After 30 days, the declaration will expire unless it is ratified by the County Commission. Nothing in this section is intended to preclude the declaration of an

emergency and the exercise of emergency powers as long as those actions are consistent with the requirements of declaring an emergency outlined herein.

The proclamation declaring an emergency situation will be filed with the County Clerk and will include, at a minimum, the following:

- The nature of the emergency
- The area or areas of the community that are threatened
- The various conditions which cause the emergency to be declared
- The anticipated or initial period of the emergency

The declaration will be kept on file with the Clerk Auditor's office including other supporting documentation of the need for a declaration, which will be the official record of the situation and may be used to justify the disbursement of disaster assistance funds or a reallocation of available funding to meet the needs of the disaster.

The San Juan County EOP will be fully activated upon declaration of a local state of emergency. Damage assessment updates from the affected areas should follow at regular intervals to the State EOC. As specific assistance requests are received, San Juan County departments may respond with available resources to assist in response, recovery, and mitigation efforts.

The federal disaster law restricts the use of arithmetical formulas or other objective standards as the sole basis for determining the need for federal supplemental aid. As a result, FEMA assesses a number of factors to determine the severity, magnitude, and impact of a disaster. In evaluating a governor's request for a major disaster declaration, a number of primary factors along with other relevant information are considered in developing a recommendation to the president for supplemental disaster assistance. Primary factors considered include the following:

- Amount and type of damage (number of homes destroyed or with major damage)
- Impact on the infrastructure of affected areas or critical facilities
- Imminent threats to public health and safety
- Impacts to essential government services and functions
- Unique capability of federal government
- Dispersion or concentration of damage
- Level of insurance coverage in place for homeowners and public facilities
- Assistance available from other sources (federal, state, local, voluntary organizations)
- State and local resource commitments from previous, undeclared events
- Frequency of disaster events over recent time period
- The very nature of disasters—their unique circumstances, the unexpected timing, and varied impacts—precludes a complete listing of factors considered when evaluating disaster declaration requests. However, the above lists most primary considerations.

3.3.4 Local Government Resources

Local governments shall use their own resources first in an emergency or disaster situation and may call for assistance from San Juan County Emergency Management during events that overwhelm or threaten to overwhelm their own response and recovery resources.

State and Federal relief may be overwhelmed when damage is widespread and severe therefore, the local jurisdiction must develop and maintain an ongoing program of mitigation preparedness, response and recovery.

Federal Emergency Management Agency (FEMA) coordinates the Federal government's role the State coordinates their role in preparing for, preventing, mitigating the effects of, responding to and recovering from all domestic disasters, whether natural or human-caused, including acts of terror.

When required, the county's declaration will take into account the primary factors required by FEMA for their declaration process.

3.5 Emergency Operations Center

The San Juan County EOC will serve as the county's coordination center for all disaster response operations it is located at 881 E Center Street, Monticello, UT. If a disaster or emergency situation prevents the use of the primary facility, an alternate EOC will be activated at the 684 Hideout Way in Monticello in the shared building with the City of Monticello.

The EOC serves as a centralized management and command center during an emergency situation or disaster. EOC personnel will keep the County Commission updated with all information so decisions and plans can be made based on up to date information. An emergency situation is not an ideal time for debate and discussion. Therefore, the direction of the County Commission should be implemented without delay and discussion should only occur if the safety of responders is in jeopardy.

The Emergency Manager is responsible to ensure that the EOC is properly equipped and that the equipment operates correctly. The Emergency Manager will submit an annual budget that indicates the items needed to maintain the proper function of the EOC. The Emergency manager shall also seek any grant funding available which may assist in purchasing equipment or supplies to successfully operate an EOC. The Emergency Manager will maintain an inventory of all EOC equipment and a schedule of replacement and regular maintenance. On at least an annual basis, the EOC will be completely assembled and each Emergency Response Team will participate in an EOC training exercise. Following the exercise, the list of necessary items will be reviewed, updated, and submitted for consideration.

3.5.1 Escalation of Levels in the Emergency Operations Center

The EOC activation level may be elevated by the Commission, the County Emergency Manager, or their designees during any situation where the need for EOC-level coordination is evident. Escalation of levels may also extend to the following:

San Juan County Emergency Management may also utilize the EOC in preparation for planned events in which EOC-level coordination is needed. If a department recognizes a need for EOC support during pre-event planning, a request may be submitted to the Emergency Manager. Examples of planned events may include, but are not limited to, protests and demonstrations, political event parades, fairs, concerts, rodeos and holiday events.

3.5.2 EOC Levels of Operation

Emergencies or disasters that can potentially affect San Juan County are divided into three levels of readiness to establish emergency operations. These levels are outlined below.

San Juan County is constantly monitoring events within the county. How severe an event is will directly affect the level of activation. Increasing or decreasing levels of activation will be directly decided by The San Juan County emergency manager. The EOC activation levels provide a means for a centralized response and recovery, with operational plans and activities focused on efficiency, quality and quantity of resources. There are three levels of activation:

- Level I: Full-Scale Activation.
- Level II: Limited Activation.
- Level III: Daily Operations / Monitoring

See below for a concise depiction and summary of the levels of emergencies or disasters and corresponding San Juan County Emergency Management EOC operational level.

Levels of Emergencies/Disaster and Corresponding Actions

Full Activation: 24/7 staffing of command, general staff, and ESF agencies as needed for event/incident coordination, determined by operational needs. Incidents that overwhelm local response capability; requiring county assistance and requiring full activation. Widespread threats to the public safety; large-scale County, State and Federal response anticipated.

Limited Activation: Extended staffing with selected command, general staff and ESF agency representation as needed.

Monitoring and assessment of incidents: Emergency incident for which local response capabilities are likely adequate. Emergency Management staff monitors situations 24/7

3.5.3 Level I – Full-Scale Activation

In a full-scale activation, all primary and support ESF agencies under the county plan are notified. San Juan County Emergency Management staff and all primary ESFs will report to the county EOC. When an event warrants a Level I activation, the EOC will be activated on a 24-hour, 7 day schedule due to the severity of the event or an imminent threat. All staff and all ESFs are activated and will be contacted to provide representatives at the EOC. ICS is implemented and all sections and branches are activated, the EOC Planning Section initiates the incident support planning process to establish operational objectives and priorities. It is expected at this level of activation that response and recovery operations will last for an extended period. As county resources are exhausted, the state Division of Emergency Management (DEM) will be contacted for assistance and the State will then notify FEMA of the response operations and status of needs.

3.5.4 Level II - Limited Activation

Level II is limited agency activation. Coordinators of primary ESFs that are affected will be notified by San Juan County Emergency Management staff to report to the EOC. All other ESFs are alerted and put on standby. All agencies involved in the response will be requested to provide a representative to the county EOC. Some ESFs may be activated to support response/recovery operations. Emergency Management staff will report to the EOC as well as the local agencies involved in the response and recovery. This level can warrant a 24-hour

schedule. The ICS system is activated and all sections and branches are activated as required.

3.5.5 Level III – Monitoring

Level III is typically a monitoring phase in which events are typically handled by jurisdictional response agencies. San Juan County Emergency Management Staff monitor and follow-up on situations, threats or events and report to the EOC as needed to assess the situation and escalate activation level when necessary. Notification will be made to those local agencies and ESFs who would need to take action as part of their everyday responsibilities. This level typically involves observation, verification of appropriate action, and follow-up by San Juan County Emergency Management staff. Most events can be resolved in a small amount of time using small amounts of resources. The day-to-day operations are typically not altered and the management structure stays the same. Emergency Management Staff apprised of the event evaluate the situation and, if conditions warrant, appropriate individuals and agencies are alerted and advised of the situation and instructed to take appropriate action as part of their everyday responsibilities. At the conclusion of the event, the staff verifies completion of the actions taken and document the incident. Incident action planning is not necessary, although it may be necessary to provide briefings or meetings for response or mitigation efforts for the event.

3.5.5.2 Level III – ICS Forms

In the event of an incident progressing beyond normal day-to-day operations or elevation in the EOC activation an Incident Support Plan (ISP) should be prepared. This ISP should be created as the transition is made from initial response to operational periods and incident support objectives are established. The initial EOC incident response activities should be documented on an ICS 201 form.

3.5.6 Emergency Support Functions

The EOC is organized based on the Incident Command System (ICS) structure, which provides EOC staff with a standardized operational structure and common terminology. The EOC is organized into 15 Emergency Support Function (ESF) annexes. ESFs are composed of local agencies and voluntary organizations that are grouped together to provide needed assistance.

These 15 categories or types of assistance constitute San Juan County ESFs and will serve under a section as designated under ICS, within the EOC structure. ESFs, in coordination with San Juan County Emergency Management, are the primary mechanism for providing response and recovery assistance to local governments through all disaster levels. Assistance types are grouped according to like functions.

- County agencies and organizations have been designated as primary and support agencies for each ESF according to authority, resources and capability to coordinate emergency efforts in the field of each specific ESF.
- Primary agencies, with assistance from one or more support agency, are responsible for coordinating the activities of the ESF and ensuring that tasks assigned to the ESF by San Juan County Emergency Management are completed successfully.
- ESF operational autonomy tends to increase as the number and complexity of mission assignments increases following an emergency event. However, regardless of circumstance, the ESFs will coordinate within the EOC in executing and accomplishing their missions.

Annex	Scope	Primary Agency	Support Agency
ESF #1-	Transportation Safety	Road	UDOT

Transportation	Restoration/recovery of transportation infrastructure Movement restrictions Damage and impact assessment	Department	
ESF #2 Communications	Coordination with telecommunications and information technology industries Restoration and repair of telecommunications infrastructure Protection, restoration and sustainment of county cyber and information technology resources Oversight of communications within the county incident management and response structures	Communications Department, IT	UCA, DTS, South Easter Utah Association Of Local Governments
ESF #3 Public Works and Engineering	Infrastructure protection and emergency repair Infrastructure restoration Engineering services and construction management Emergency contracting support for life-saving and life-sustaining services	Road Department	Local Public Works
ESF #4 Firefighting	Coordination of county firefighting activities. Support to wild-land rural firefighting operations	County Fire	Local Fire Departments
ESF #5 Emergency Management	Coordination of incident management and response efforts Issuance of mission assignments Resource and human capital Incident action planning Financial management	County Emergency Manager, County Administrator, County Clerk/Auditor, County Treasurer	Neighboring Counties, State of Utah
ESF #6 Mass Care	Mass Care Emergency Assistance Disaster Housing Human Services	County EMS, Public Health, Local Faith Base Organizations, Health District, Local Homeless Coordinating	Red Cross State of Utah

		Committee, Aging & Adult Services	
ESF #7 Resource Support	Comprehensive county incident logistics planning, management and sustainment capability Resource support (facility space, office equipment and supplies, contracting services, nutrition assistance etc.)	County Emergency Manager, County Administrator, County Clerk/Auditor,	State of Utah
ESF #8 Public Health	Public Health Food Safety and Security Medical Mental Health Services Mass fatality management	County Public Health, EMS, Hospitals, Clinics, Health District, UNHS	State of Utah
ESF #9 Search and Rescue	Life-saving assistance Search and rescue operations	San Juan Sheriff's Office	State of Utah
ESF #10 Hazardous Materials	Oil and hazardous materials response Environmental short and long-term clean up	County EM, County Fire	State of Utah
ESF #11 Agricultural and Natural Resources	Animal and plant disease and pest response Safety and wellbeing of household pets and livestock Natural Resources	San Juan Sheriff's Office, San Juan County Conservation District	Agriculture and Natural Resources
ESF #12 Energy	Energy infrastructure assessment, repair and restoration Energy industry utilities coordination Energy forecast	Local Utilities	
ESF #13 Law Enforcement	Facility and resource security Security planning and technical resource assistance Public safety-Law Enforcement and security support Support to access, traffic, and crowd control	San Juan Sheriff's Office	Local Law Enforcement, Utah Highway Patrol, National Guard
ESF #14 Long Term Recovery	Social and economic community impact assessment Long term community recovery assistance to local governments, and the private sector Analysis and review of	San Juan County	State of Utah, FEMA

mitigation program
implementation
Historic properties protection
and restoration
Cultural Resources

ESF #15 Public
Information

Provide timely, accurate and
useful information and
protective action instructions to
San Juan County residents in
times of emergency; and in
Provide Emergency
Preparedness Educational
Materials

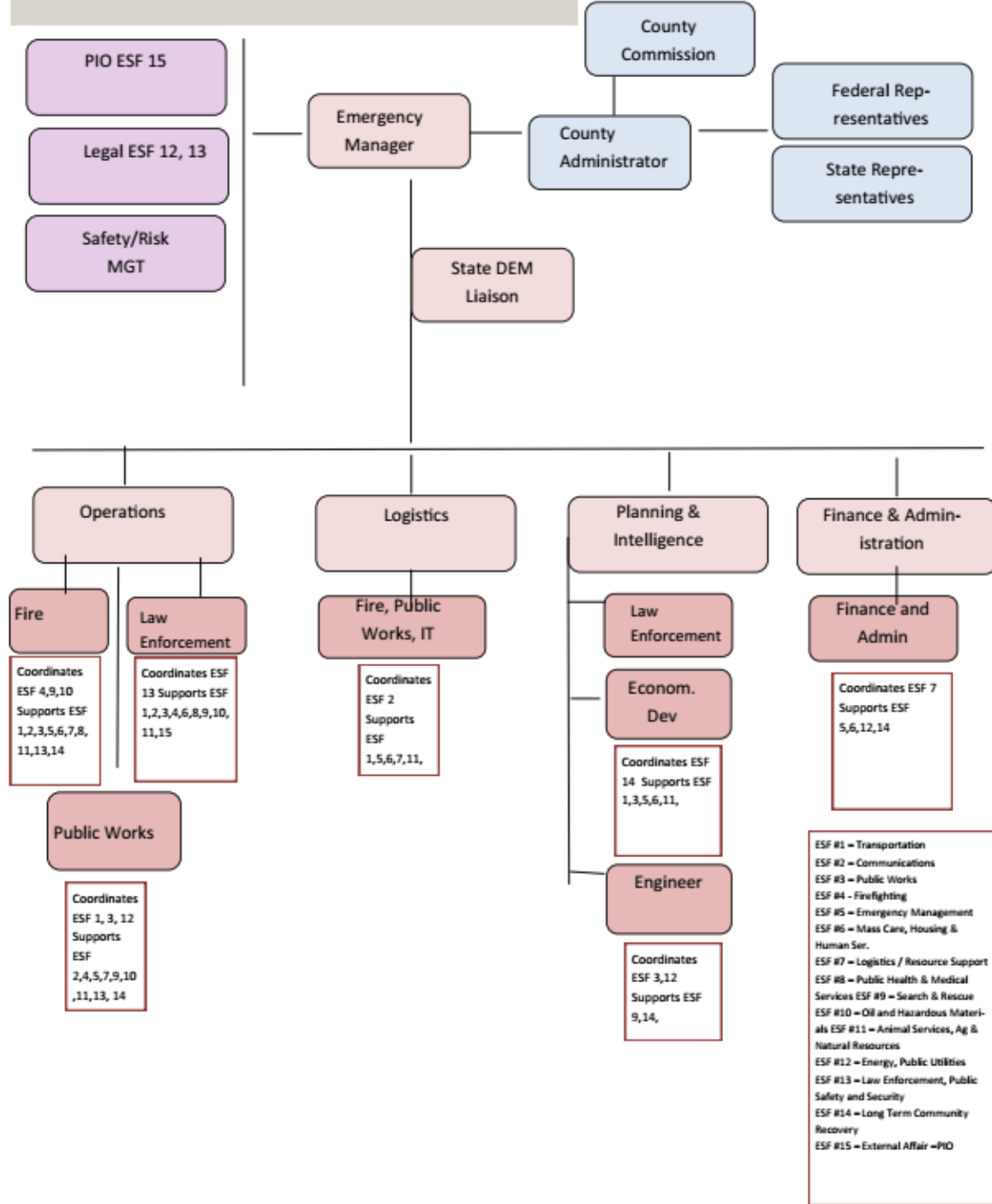
County
Administrator or
Designee

State Of Utah

DRAFT

3.5.7 EOC Coordination

San Juan County Emergency Operations Center Organization Chart



San Juan County Emergency Management is responsible for emergency operations and coordination before, during and after an event. Resource management and policy coordination take place in the EOC. San Juan County's response to and recovery from an emergency and/or pending disaster is carried out through the County Emergency Management Organization. ESFs are grouped by the types of assistance provided. Each ESF is led by a primary agency or agencies and is supported by other county agencies and volunteer organizations. The principles of this plan conform to the National Incident Management System (NIMS), which provides a core set of common concepts, principles, terminology and technologies. The EOC will especially be needed when incidents cross disciplinary boundaries or involve complex scenarios.

The EOC utilizes ICS to develop a structured method for identifying priorities and objectives to support an incident or event. These priorities serve as guidance for the allocation of resources and enable the EOC to coordinate requests. The EOC utilizes ICS to manage ESF coordination. The use of distinct titles for ICS positions allows for filling ICS positions with the most qualified individuals rather than by seniority. Standardized position titles are useful when requesting qualified personnel. Local and county agencies and responders may have various roles and responsibilities throughout the duration of an emergency. Therefore, it is particularly important that the local command structure established to support response and recovery efforts maintain significant flexibility in order to expand and contract as the situation changes. Typical duties and roles may also vary depending on the severity of impacts, size of the incident(s), and availability of local resources. It is imperative to develop and maintain depth within the command structure and response community.

3.5.8 EOC Support Planning

The planning section is responsible for developing the ISP and facilitating planning meetings. EOC support plans are developed for a specified operational period, which may range from a few hours to 24 hours. The operational period is determined by establishing an initial set of priority actions to be performed. A reasonable timeframe is then determined for the accomplishment of those actions. EOC support plans should be sufficiently detailed to guide EOC elements in implementing the priority actions but do not need to be complex. EOC support plans provide designated EOC personnel with knowledge of the objectives to be achieved and the steps required for their achievement. EOC support plans also provide a basis for measuring achievement of objectives and overall system performance. Planning is an important management tool that involves the following:

3.6 After Action Reports Prepared

As immediate threats to life and property subside and the need for sustained ESF operations diminishes, the debriefing of responsible individuals and the documentation of lessons learned will begin. Resulting information will be consolidated and reviewed by San Juan County Emergency Management personnel and a written report will be prepared. Matters requiring corrective action will be forwarded to San Juan County Emergency Management planning staff to be addressed as needed.

3.7 Notification and Warning

San Juan County response agencies are dispatched by the San Juan County Sheriff's Office a 24/7 Dispatch Center. San Juan Dispatch is responsible for after-hours notification of the Emergency Management staff, responders. The County Commission and Emergency Manager may request notifications and warnings take place if conditions warrant. Conditions to be considered include threat to life and property and safety of the responders. The Dispatch Center is equipped with an emergency generator, computers and uninterrupted

power supplies. For redundancy there is an alternate dedicated dispatch space located in the EOC at 881 E Center Street, Monticello Utah.

Section 4

ORGANIZATION AND RESPONSIBILITIES

Local and county agencies and response partners may have various roles and responsibilities throughout the duration of an emergency. Therefore, it is particularly important that the local command structure established to support response and recovery efforts maintain significant flexibility in order to expand and contract as the situation changes. Typical duties and roles may also vary depending on the severity of impacts, size of the incident(s), and availability of local resources. Each agency and department is responsible for ensuring that critical staff are identified and trained at levels that enable effective Implementation of existing response plans, procedures and policies. Agencies and organizations tasked by this plan with specific emergency management responsibilities should complete the following:

Maintain current internal personnel notification rosters and standard operating procedures to perform assigned tasks (notifications, staffing, etc.).

- Negotiate, coordinate and prepare mutual aid agreements, as appropriate.
- Analyze need and determine specific communication resource needs and requirements.
- Provide the San Juan County Emergency Manager with current contact information. Identify potential sources of additional equipment and supplies.
- Provide for continuity of operations by taking action to:
 - Ensure lines of succession for key management positions are established to ensure continuous leadership and authority for emergency actions and decisions in emergency conditions.
 - Protect records, facilities, and organizational equipment deemed essential for sustaining government functions and conducting emergency operations.
 - Ensure, if practical, that alternate operating locations are available should the primary location suffer damage, become inaccessible, or require evacuation.
 - Protect emergency response staff. Actions include:
 - Obtain, as required, personnel protective equipment for responders
 - Provide security at facilities
 - Rotate staff or schedule time off to prevent fatigue and stress
 - Make stress counseling available
 - Encourage staff to prepare family disaster plans including arrangements for the safety and welfare of emergency worker's families if sheltering is required

The following are county agencies tasked with primary or support responsibilities as detailed by the Emergency Operations Plan. More specific assignments can be found in the emergency support function section and incident annex appendices to this EOP.

The Operations Section will be determined by the emergency or incident, it could be Sheriff's Office, Fire, EMS or Public Works. In the event of an emergency situation or disaster, the Operations Section Chief is hereby authorized to use all authority provided by federal, state, and local law to protect the lives and property of citizens.

4.1 Operations Section:

- Provide regular updates to the Emergency Manager or designee about the safety conditions of the community
- Provide advice to the Emergency Manager or designee about actions that should be taken to protect life and property in the county
- Coordinate public safety efforts of local, county, state, and federal law enforcement from a local government perspective
- Identify and provide emergency services to special needs residents including the elderly and physically challenged persons

4.2 Logistics Section

In addition to the assigned daily duties the Road Department shall have specific responsibilities during an emergency situation or disaster:

- Complete tasks as assigned by the Emergency Manager or designee
- Provide the Emergency Manager or designee with an initial damage assessment of municipal infrastructure and facilities including all roads and bridges.
- Identify and properly indicate traffic control and evacuation routes, and manage all other transportation-related issues in cooperation with the Sheriff's Department, including procurement of fuel for municipal and emergency vehicles.
- Provide equipment and resources as assigned by the Emergency Manager or designee
- Provide assistance to other departments with the compilation of emergency-related financial information.
- Assist in identifying sources of emergency funds if departmental budgets are exceeded.
- Coordinate emergency-related purchases and expenditures.
- Coordinate the disposal of solid waste and other tasks to ensure a clean and sanitary environment in the community during an emergency situation or disaster.

The Road Department shall work with the Emergency Manager to create a complete list of municipal resources that could be used in the case of an emergency situation or disaster. The list will include items already owned by the county and those needed to provide effective emergency response and mitigation. The Public Works Director will also coordinate mitigation efforts with the Emergency Manager in an effort to prevent disasters or minimize their impact.

4.3 Finance and Administration Section

In addition to the assigned daily duties, the County Administrator/County Clerk/Treasurer/Recorder shall have specific responsibilities during an emergency situation or disaster. These duties include:

- Complete tasks as assigned by the Emergency Manager or designee
- With the assistance of the County Recorder, identify and preserve essential records of all local emergency situations. In order to create final reports, all records, messages and logs will be compiled and submitted to the Emergency Manager following deactivation of the EOC.
- The provision of assistance to other departments with the compilation of emergency-related financial information including all accounting/reimbursement items.
- Assistance in identifying sources of emergency funds if departmental budgets are exceeded.
- Coordination of emergency-related contracts, purchases and expenditures.

The Finance and Administration Section shall work with the Emergency Manager to create an emergency finance plan for review by the County Administrator and consideration by the County Commission. The plan will include emergency contingencies for emergency operations, payroll and hospitality during emergencies and other emergency finance-related matters.

4.4 Planning and Intel / Community Development Section

In addition to the assigned daily duties, the Planning and Intel Section shall have specific responsibilities during an emergency situation or disaster.

- Complete tasks as assigned by the Emergency Manager or designee
- With the assistance of the Building Official, conduct initial damage assessment for all affected structure and determine if structures are inhabitable or if building should remain unoccupied until further assessment can be completed.
- Provide expertise and recommendations for reconstruction, demolition, condemnation and structural mitigation during emergency recovery and response.
- Provide maps, plans, and other information that will allow rapid identification of municipal infrastructure, roads, neighborhoods, and other specific locations.
- Create a streamlined permit process for disaster recovery efforts.
- Coordinate land use, environmental protection, and economic development mitigation issues during emergency recovery.

Planning and Intel / Community Development Section will review the development ordinances of the county to ensure that all practicable regulations that will eliminate or reduce the impact of disasters have been included and are implemented.

4.5 Authority and Role of Support Staff

In addition to normal department functions, each department in the county will have specific emergency functions. Under the direction of the Department Head, each department is responsible for developing and maintaining its own emergency management procedures. These procedures will be coordinated with the Emergency Manager and shall consider the elements of the EOP. In any instance where a department procedure is in conflict with the provisions of this document, the provisions of this document shall take precedent. Each Department Head is responsible to educate their employees on the procedures of the EOP and the emergency management procedures of the department.

With assistance from the Emergency Manager, each department will conduct training and preparation exercises that will familiarize employees with the EOP and the procedures of the department. In addition to departmental training, designated employees elected and appointed officials of San Juan County shall complete a minimum of the ICS-100- and ICS-700 training in the National Incident Management System (NIMS). Some employees will be required to complete additional training depending on their emergency role and responsibilities.

4.6 Direction and Control

Notwithstanding the contents of this chapter, during an emergency situation or disaster, the elected official(s) will be available to interact with constituents and forward community concerns, provide emergency policy direction and enact emergency legislation.

General Responsibilities of County Departments Under the direction of the Emergency Manager, each department will create internal emergency management standard operating procedures (SOPs) which are consistent with the provisions of this EOP.

The SOPs for each department will include, at a minimum:

- Specific departmental and individual responsibilities and tasks coordinated with other departments in the county to avoid redundancy and enhance cooperation
- Specific education and training programs and exercises that will result in adequate knowledge of responsibilities and tasks and the ability to perform such without hesitation in an emergency situation
- A complete list of all department resources that could be of benefit in an emergency situation or disaster and information on all personnel trained to utilize the resources of the department
- Specific procedures for inter-department communication and reporting to the Emergency Manager or designee. These procedures will include notification and employee activation methods, suspension of normal business activities, release of non-essential employees, evacuation procedures and similar communication challenges
- A checklist identifying the working order or damage to all department assets
- An updated line of succession for key management positions to ensure continuous leadership and authority for emergency actions and decisions in emergency conditions
- Methods to protect records, facilities, and organizational equipment deemed essential for sustaining government functions and conducting emergency operations
- A budget plan to obtain necessary equipment to protect employees in an emergency situation and funding to rotate staff to prevent fatigue and stress, and make stress counseling available

Coordination with Outside Agencies and External Parties If it is determined that County resources have been exhausted or that the County is not able to adequately respond to a disaster, assistance from outside agencies will be requested. Requests for assistance from outside agencies and/or external parties shall be consistent with all negotiated mutual aid agreements; memorandums of understanding; established local, state, and federal emergency assistance protocols; and any other governing agreements. In the absence of an effective agreement, the County Attorney shall negotiate expense and reimbursement agreements for emergency consideration by the County Commission. The Emergency Manager, with assistance from the County Administrator shall determine the extent of aid necessary to address the emergency situation or disaster. The following sections identify the general roles of federal, state, county, nonprofit, and other potential partners in an emergency situation. The roles and responsibilities listed herein are for reference only in recognition that San Juan County has no jurisdiction or authority to compel adherence to the responsibilities listed herein

State Agencies Consistent with the emergency declarations of the County Commissioners, the Emergency Manager may choose to request assistance from the State of Utah when local resources have been exhausted or the significance of the emergency situation or disaster warrants a request for services beyond the capacity of San Juan County. Requests for assistance will be forwarded to the Utah Department of Emergency Management through the Liaison Officer, who can orchestrate outside resources and materials to meet the situation at hand.

4.7 Utah Division of Emergency Management

- Coordinate the State's response to disasters.

- Supports San Juan County Emergency Management efforts when local resources are fully committed and found to be inadequate to cope with the situation and when a particular capability or resource is required and not available.
- Contact the Federal Government for assistance if the State is unable to fulfill the request.

4.8 Federal Agencies/Federal Emergency Management Agency

- Coordinate the federal government's role in preparing for, preventing, mitigating the effects of, responding to, and recovering from all domestic disasters, whether natural or human-caused, including acts of terror.
- When warranted, federal agencies will provide assistance to San Juan County through established protocols and recognized programs.

National Weather Service

- Issue severe weather watches and warnings.

4.9 Non-governmental Organizations/American Red Cross

Immediately following a disaster, the American Red Cross (ARC) provides emergency shelter, food, medicine, and first aid to provide for basic human needs. ARC workers distribute food and home clean-up items throughout the affected areas in an effort to enable victims of disasters to resume living independently. ARC also helps when all other resources, such as insurance benefits and government assistance, are not available or are inadequate to meet disaster-related needs. ARC aid is provided on an individual basis, based on verified disaster-caused needs, and, at no cost. ARC disaster relief work also includes the following:

- Feeding emergency workers
- Referring those affected by disaster to other available resources
- Handling inquiries from concerned family members outside the disaster area
- Providing disaster-related mental health services and specialized counseling
- Providing staff to work daily at the EOC in support of mass care and sheltering activities
- Providing subject-matter expertise on regulations, policies, and all relevant ARC issues, including general mass care planning, preparedness, response, and recovery activities as ARC-specific activities in these areas
- Providing information on current ARC mass care activities as required
- Supporting reunification efforts through its Safe and Well website and in coordination with government entities as appropriate
- Provide public health and safety, and lessen or avert the threat of an incident becoming a catastrophic incident.

External Parties

Because each emergency situation or disaster is different, there is a wide array of external parties that may be asked for assistance. The parties listed below are not intended to be a complete list, but are included herein as a resource and reference.

4.10 General Public

The general public is responsible for their individual and family disaster preparedness. Each family should be prepared to survive and provide for basic human needs, for at least two weeks after a disaster, with little outside assistance.

4.11 Business and Industry

Businesses and Industries based in San Juan County are responsible for the development of their own Emergency Operating Plan and Continuity of Operations Plan. Business and industry should be prepared to survive the immediate consequences of disasters, initially take care of on-site employees, and take necessary steps to ensure the long-term viability of their organization.

4.12 County

Commission's Office: The Commission is responsible for ensuring the public safety and welfare of the people of that jurisdiction. Specifically, they provide strategic guidance and resources during preparedness, response, and recovery efforts. Emergency management, including preparation and training for effective response, is a core obligation of local leaders. Chief elected or appointed officials must have a clear understanding of their roles and responsibilities for successful emergency management and response. At times, these roles may require providing direction and guidance to constituents during an incident, but their day-to-day activities do not focus on emergency management and response. On an ongoing basis, elected and appointed officials may be called upon to help shape or modify laws, policies, and budgets to aid preparedness efforts and to improve emergency management and response capabilities.

4.13 Delegation of Authority

If the County Commission determines that all or portions of the Incident Management should be managed by a third party, a specific Delegation of Authority shall be negotiated and executed in written form by the County Commission or designee and the responsible official of the proposed managing entity. Transfer of authority may occur through a documented transfer of all or part of the operational command but shall be supported by a specific written Delegation of Authority.

Section 5

DIRECTION, CONTROL, AND COORDINATION

The emergency response forces of the community (EMS, fire, law enforcement and public works, public health) are the primary forces of the county in response to community emergencies and disasters.

When the local emergency response forces are unable to meet the immediate demands of the event or require EOC functions, the EOC will be activated to the appropriate level. San Juan County Emergency Management coordinates resources to support response to major events when required. The County Emergency Manager, in collaboration with the County Commission, will focus on a declaration of a local state of emergency when county resources are inadequate.

If the emergency exceeds locally available resources of the emergency response forces, San Juan County will request mutual aid under the statewide mutual aid agreement. The County Emergency Manager may also request state assistance from DEM, which is the state agency charged with coordinating the State of Utah's response to disasters.

Coordination of the EOP components will be as follows:

- This promulgated EOP is effective immediately upon approval and implementation.
- All departments, agencies and organizations involved in the implementation of this EOP will be organized, equipped and trained to perform all designated responsibilities contained in this plan and it is implementing instructions for preparedness, response and recovery activities.

- All organizations are responsible for the development and maintenance of their own internal operating and notification procedures.
- All responding organizations are responsible for filling any important vacancies; recalling personnel from leave, if appropriate; and alerting those who are absent due to other duties or assignments.
- Unless directed otherwise, existing organization/agency communications systems and frequencies will be employed.
- Unless directed otherwise, the release of information to the public or media will be handled through the county's joint information system, using the concepts outlined in Emergency Support Function (ESF) #15 – Public Information.
- Personnel designated to the EOC will make prior arrangements to ensure that their families are provided for in the event of an emergency to ensure a prompt, worry-free response and subsequent duty.

At the EOC, organizational and agency representatives will:

- Report to EOC check-in immediately upon arrival for an update on the situation and to confirm table/telephone assignments.
- Provide name, agency and contact information on EOC staffing chart.
- Ensure adequate 24/7 staffing for long-term EOC activations.
- Ensure that their departments/agencies are kept constantly informed of the situation, including major developments, decisions and requirements.
- Maintain coordination with other appropriate organizations/agencies.
- Thoroughly brief incoming relief personnel and inform the EOC appropriate section chief of the changeover prior to departing. The briefing will include, at a minimum, information on what has happened, problems encountered, actions pending, and the location and phone number of the person being relieved.

The safety of both the affected population and response or recovery personnel will be a high priority throughout an emergency. All actions contemplated will consider safety prior to implementing any decision, and safety will be constantly monitored during the operation itself.

5.1 Rapid Damage Assessment

Is a rapid assessment that takes place within hours after an incident and focuses on lifesaving needs, imminent hazards, and critical lifelines.

5.2 Preliminary Damage Assessment

Is conducted within the framework of a declaration process and identifies and affixes a dollar amount to damages. The preliminary damage assessment assists the Commission in determining resources available and additional needs that may be required. Damage assessments are to be conducted in areas affected by the disaster and relayed to the EOC through the call center. Cities working with San Juan County Emergency Management assemble assessments in the EOC environment.

A preliminary damage assessment team may be composed of personnel from FEMA, the state emergency management agency, county and local officials, and the U.S. Small Business Administration. The team's work begins with reviewing the types of damage or emergency costs incurred by the units of government, and the impact to critical facilities, such as public utilities, hospitals, schools and fire and police departments.

They will also look at the effect on individuals and businesses, including the amount of damage and the number of people displaced as well as the threat to health and safety caused by the event. Additional data from the American Red Cross may also be reviewed. During the assessment, the team will collect estimates of the expenses and damages compiled by the EOC.

This information can then be used by the governor to support a declaration of a state of emergency request that will outline the cost of response efforts, such as emergency personnel overtime, other emergency services shortfalls, community damage and citizenry affected, and criteria to illustrate that the needed response efforts are beyond state and local recovery capabilities. The information gathered during the assessment will help the governor certify that the damage exceeds state and local resources.

5.3 Response Procedures

San Juan County Emergency Management will monitor impending emergencies and actual occurrences. If the readiness level indicates, the San Juan County Emergency Management staff will notify any key response organizations. When events are such that normal response procedures and/or local resources are inadequate, the San Juan County Emergency Manager will direct the operations of the EOC and activate the appropriate response personnel.

For those situations where response is beyond the capability of San Juan County due to the severity or the need for special equipment or resources, the county will declare a State of Emergency and request assistance from the State through DEM. For such, the governor may declare a state of emergency activating state assistance Title 53-2a-206. Further, where response is beyond the capability of the state and county, the governor will request assistance from the federal government.

Title 53-2a-208 authorizes San Juan County to declare a state of emergency within its boundaries. All executive proclamations or resolutions shall indicate the nature of the emergency, the area or areas (including countywide) threatened or involved, and the conditions creating the threat or emergency. The contents of such proclamations or resolutions shall be promptly disseminated to the public and filed with the county clerk. Copies shall be maintained in the San Juan County Emergency Management office and the county attorney's office.

The EOC serves as the central location for coordination of resources and information sharing activities. When the EOC is fully activated, it will be staffed by the county's emergency management staff and personnel from each of the emergency support functions that are activated. Each ESF will designate a lead who will direct that ESF operation. These individuals will report to the County Emergency Manager. Emergency response actions may be undertaken and coordinated on-scene or at the County EOC, depending on the severity of the impending or actual situation. The decision to escalate the level of activation will be made by the San Juan County Emergency Manager in conjunction with field command staff. The priorities of response will focus on life safety; then basic survival issues (water, food, basic medical care, shelter); restoration of the community's vital infrastructures (water/waste systems, electric, phones, roads); clean up and emergency repairs; and then recovery.

When the county requires shelter facilities, ESF #6 will be notified to coordinate sheltering operations. The Joint Information Center (JIC) will organize notifications to the public, business community, and other parties of developments and activities via all available communication systems. Local resources will be utilized fully

before requesting mutual aid or state/federal assistance. If county resources are overwhelmed and become inadequate to cope with an emergency, the county will request mutual aid or state assistance.

San Juan County is a participant in the Statewide Mutual Aid Act. All requests for mutual aid and State/Federal assistance will be coordinated by the county EOC and forwarded to the state EOC. The State liaison will assist the county with appropriate procedures to accomplish these efforts.

5.4 Response Recovery

County Emergency and the Road Department personnel, volunteers, humanitarian organizations, and other private interest groups provide emergency assistance required to protect the public's health and safety and to meet immediate human needs.

The county EOC will conduct a preliminary damage assessment immediately after a disaster occurs. This assessment shall identify resources required to respond and recover from the disaster. This will form the basis for the request of state and federal assistance. ESF agencies shall report to the county EOC as their first priority. They will prioritize their needs as quickly as possible accordingly:

- 1. Life Safety**
- 2. Property Preservation Environmental Preservation.**

An important success factor is the ability of the County to efficiently and effectively access and analyze the level and magnitude of damage resulting from an emergency situation and how quickly recovery efforts are underway. Early assessments are important in order for the Incident Commander to evaluate the potential impact on the community and the socioeconomic system of San Juan County. The damage assessment will also determine the declared level of emergency and whether outside resources are necessary.

Initial damage assessment will be focused on critical life safety facilities such as hospitals, roads and bridges, public safety buildings, and similar locations. If more detailed assessments are necessary to determine the status of these facilities, a concentrated effort will be placed on this task. Where possible, pictures or videotape media will be used in compiling the preliminary damage assessment. State, and federal teams may be dispatched to assist in completing the damage assessment if the preliminary damage assessment indicates that the damage is severe and widespread or if a financial estimate (best completed by experienced personnel) is necessary.

In some instances, a walk-through inspection may be required. A walk-through inspection involves a structure-by-structure damage assessment, which will be completed by county/city building inspectors who may engage the assistance of county and state inspectors.

Determining the extent and level of damage is important in supporting a disaster declaration. County records, appraisals, real estate records and other means may be used to determine monetary damage and to assess economic injury.

5.5 Incident Reporting

During an emergency, situation reports should be forwarded to the EOC as quickly as they become available. The information provided in the initial and subsequent reports should outline a sequential record of actions taken from the point of first response through restoration activities. Although the degree of detail will vary

with the type and severity of the incident, reports should include enough detail to create an accurate record of the emergency. The information should be consistent, non-inflammatory, and complete. In general, initial situation reports should include:

- The location and nature or degree of the damage
- The anticipated economic impact on the community
- The type of response actions necessary to address the situation and if San Juan County is capable of providing the assistance or if supplemental state and federal assistance is needed

All members of the EOC staff will maintain and complete an ICS Form 214 Activity log. This process may be repeated several times to allow the Incident Commander to modify and coordinate the response as conditions change.

5.6 Reports and Record Keeping

During a declared emergency, an accurate record of conditions, expenses, actions, and mitigation must be maintained at all times. Although state and federal agencies may assist San Juan County or retain redundant records, they will often rely on the initial assessment and situation reports generated at the local level. These documents will be important in the identification of state and federal financial assistance, declaration of a state or national emergency as well as for incident review and mitigation.

Federal Records: The Federal Emergency Management Agency (FEMA) is responsible for coordinating and administering all federal disaster relief programs subsequent to a presidential declaration. The Federal Coordinating Officer will establish a field office in the disaster area to administer disaster relief programs according to Public Law 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance, and the Code of Federal Regulations, Title 44, Part 206. All contracts must follow the procurement guidelines found in Title 44 of the Code of Federal Regulations Part 13.36. 6.4.3.2.

State Records: The Governor's Authorized Representative is responsible to execute all necessary documents on behalf of the State of Utah for state and federal disaster assistance including the certification of any applications for public assistance. In addition, the Governor's Authorized Representative will provide guidance and assistance to city officials involved in the preparation and maintenance of their required reports and records.

5.7 Post Assessment Communication and Reporting

Following the initial damage assessment and implementation of the appropriate and measured response, communication between the various Emergency Response Teams is critical. It is during this period that plans are established to return the county to a state of normalcy and residents are allowed to engage in the activities of daily life. Each Emergency Response Team is assigned to a specific and important element of emergency management and is responsible to report their findings to the Incident Commander in a timely and complete fashion.

The Incident Commander will organize a meeting between Emergency Response Team leaders to discuss the most current status of the incident and the existing efforts of San Juan County. At these meetings, suggestions and analysis for addressing particular issues may be provided to the Emergency Manager. Following the meetings, new instructions and direction will be provided to team leaders and future meetings times will be scheduled.

Requesting State and Federal Resources Requests for assistance will be forwarded to the Liaison of the Utah Division of Emergency Management from the County Emergency Manager or designee. When County resources are exhausted or capabilities are unable to meet the need. The Utah Division of Emergency Management can orchestrate and bring to bear outside resources and materials to meet the situation. The State of Utah is able to contact the federal government for assistance if it is unable to fill the request.

5.8 Determination of Recovery Strategy

Each emergency situation or disaster is unique and an appropriate recovery strategy is highly dependent on the damage that occurs during the emergency. The general concept for San Juan County recovery operations is based upon a coordinated effort of county, state, federal, and private resources during the recovery phase. In some instances, outside assistance may not be necessary and in a more catastrophic situation, significant federal resources may be needed.

The Emergency Manager, with consultation with the County Administrator, County Commission, and outside officials will create an appropriate and measured recovery strategy. The strategy will include cost estimates, equipment needed to complete the work, anticipated staff hours, a projected time line, and any other information necessary to ensure there is a clear scope of work and obligations.

5.9 Continuity of Government

Continuity of government is an essential function of emergency management and is vital during a community emergency or disaster situation. All levels of government (federal, state, and local) share a constitutional responsibility to preserve life and property of its citizenry. Local continuity of government is defined as the preservation and maintenance of the local civil government ability to carry out its constitutional responsibilities. Ordinances, administrative rules, and departmental procedures address continuity of government in San Juan County.

The County Administrator is appointed to provide oversight to the administrative functions of the county. Under the direction of the County Administrator the Emergency Manager will be assigned to administer the emergency management program of San Juan County. The Emergency Manager will complete all training necessary to function as an effective Emergency Manager and recommend all training, purchases, and other actions necessary to prepare the community for a potential emergency situation or disaster.

Section 6

DISASTER INTELLIGENCE

Disaster intelligence relates to collecting, analyzing and disseminating information and analyses that describe the nature and scope of hazards and their impacts. Intelligence and information sharing in the EOC is important, especially for each emergency support function (ESF) that is activated. It will be vital in evaluation of ESF resources, capabilities and shortfalls (for example, availability of trained personnel, equipment and supplies) and will help to determine the level of assistance that is needed, according to each ESF group. This information will become part of the planning and response process as ESF shortfalls are relayed to the county EOC command staff.

ESF #5 - Emergency Management is responsible for establishing procedures for coordination of overall information and planning activities in the EOC. The EOC supports local emergency response and recovery operations, provides a nerve center for collection and dissemination of information to emergency

management agencies in order to qualify for state and federal assistance. It also gauges required commitment of resources, and supports other emergency response organizations in their assigned roles.

Disaster intelligence incorporates essential elements of information, which include but not limited to the following:

- Information element
- Specific requirements
- Collection method
- Responsible element
- Deliverables

The Rapid assessment includes all immediate response activities that are directly linked to preliminary damage assessment operations in order to determine life-saving and life-sustaining needs. It is a systematic method for acquiring life-threatening disaster intelligence after a disaster has occurred. In an event that occurs without warning, this assessment must be conducted, at least initially, with county resources. This assessment will lay the foundation for determining immediate response efforts and provide adequate local government response. Coordinated and timely assessments allow for prioritization of response activities, allocation of resources, criteria for requesting mutual aid and state and federal assistance.

San Juan County Emergency Management staff monitors events 24/7, which provides immediate information management. The county will coordinate preliminary damage assessments following any event where disaster intelligence is needed. This assessment involves teamwork and requires personnel who are in place and know their responsibilities. This assessment will be organized for information flow to the Joint Information Center (JIC).

Assessments are accomplished in three phases:

- Rapid assessment, which takes place within hours and focuses on life-saving needs, hazards, and critical lifelines
- Preliminary damage assessment, reviewed by legal authority, which affixes a dollar amount to damage
- Combined verification, which includes a detailed inspection of damage to individual sites by specialized personnel

Development of preliminary assessment procedures will provide guidance to all participating agencies that will be involved in the process. Procedures will include:

- Development of a county profile
- Sectoring the county and performing an assessment by sector
- Look at county staffing patterns and possible resource needs
- Develop communication procedures
- Testing and exercising

Development of preliminary assessment forms will assist pre-identified personnel as they collect intelligence. These checklists will ensure uniformity for information gathered, disseminated and collected.

Section 7

COMMUNICATIONS

Emergency communications is defined as the ability of emergency responders to exchange information via data, voice and video. Emergency response at all levels of government must have interoperable and seamless communications to manage emergencies, establish command and control, maintain situational awareness, and function under a common operating picture for a broad spectrum of incidents. Emergency communications consists of three primary elements:

- Operability - The ability of emergency responders to establish and sustain communications in support of the operation.
- Interoperability - The ability of emergency responders to communicate among jurisdictions, disciplines and levels of government using a variety of communication mediums. System operability is required for system interoperability.
- Continuity of communications - The ability of emergency response agencies to maintain communications in the event of damage to or destruction of the primary infrastructure.

7.1 Common Operating Picture

A common operating picture is established and maintained by the use of integrated systems for communication, information management, intelligence and information sharing. This allows a continuous update of data during an incident and provides a common framework that covers the incident life cycle across jurisdictions and disciplines.

A common operating picture accessible across jurisdictions and functional agencies should serve the following purposes:

- Allow incident managers at all levels to make effective, consistent decisions.
- Ensure consistency at all levels of incident management.

Critical aspects of local incident management are as follows:

- Effective communications
- Information management

Information and intelligence sharing a common operating picture and systems interoperability provide the information necessary to complete the following:

- Formulate and disseminate indications and warnings
- Formulate, execute, and communicate operational decisions
- Prepare for potential requirements and requests supporting incident management activities
- Develop and maintain overall awareness and understanding of an incident within and across jurisdictions

An Emergency Operations Center uses a combination of networks to disseminate critical information that constitutes a common operating picture, including the following:

- Indications and warnings
- Incident notifications
- Public communications

Notifications are made to the appropriate jurisdictional levels and to private sector and nongovernmental organizations through the mechanisms defined in the Emergency Operations Plan, Continuity of Operations Plan and the Communications Plan.

The types of communication used in an incident or event will vary depending on the complexity of the incident or event and consist of both internal communications and external communications. They may cross a broad spectrum of methods such as:

Internal Communications

- Landline
- Cellular phone
- Texting
- Paging/notification
- 800 MHZ
- Internet/WebEOC
- Amateur Radio Emergency Service (ARES)

External Communications

- Landline
- Fax
- Cellular phone
- Text
- 800 MHZ
- Internet/WebEOC
- Joint Information System/Joint Information Center
- Emergency activation system
- Reverse 911
- Press releases
- News media
- Facebook
- Twitter

Agencies must plan for the effective and efficient use of information management technologies such as computers and networks for the following purposes:

- Tie together all command, tactical, and support units involved in incident management
- Enable these entities to share information critical to mission execution and the cataloguing of required corrective actions prior to an incident.

Entities responsible for taking appropriate pre-incident actions use communications and information management processes and systems to inform and guide various critical activities. These actions include the following:

- Mobilization or pre-deployment of resources
- Strategic planning by:
 - Preparedness organizations
 - Multiagency coordination entities
 - Agency executives

- Jurisdictional authorities
- EOC personnel

During an incident, incident management personnel use communications and information processes and systems to inform preparedness organizations, multiagency coordination entities, agency executives, jurisdictional authorities, and EOC personnel of the formulation, coordination, and execution of operational decisions and requests for assistance. Sustained collaborative effort over time will result in common communication and data standards and systems interoperability.

Section 8

ADMINISTRATION, FINANCE, AND LOGISTICS

8.1 Administration Information

The EOC monitors continuously 24/7 and is administered by San Juan County Emergency Manager. Day-to-day operations are under the direction the County Emergency Manager.

The operational readiness of the EOC is the responsibility of San Juan County Emergency Manager.

- Narratives and operational journals of response actions will be kept.
- All written records, reports, and other documents will follow the principles of the National Incident Management System (NIMS).
- Contracts, agreements and memorandums of understandings must be entered into by duly authorized officials and should be formalized in writing whenever possible prior to emergencies.

Organizations tasked with responsibilities in the implementation of this plan are responsible for providing their own administrative and logistical needs and for the preparation and maintenance of a resource list for use in carrying out their emergency responsibilities.

8.1.1 Records Preservation and Restoration

All affected governments in San Juan County must ensure protection of their records so normal operations can continue after the emergency. Such records may also be vital to the rapid recovery from the effects of an emergency, with the maintenance of plans for the safety, recovery and restoration of the county's data, network, and telecommunication systems during a disaster.

8.1.2 Reports and Records

General - The planning and activation of an effective emergency response requires timely and accurate reporting of information and the maintenance of records on a continual basis.

Reporting guidelines - San Juan County will submit consolidated reports to DEM to include information from local municipalities. Local governments will submit situation reports, requests for assistance, and damage assessment reports to San Juan County Emergency Management by the most practical means and in a timely manner. Municipal and county governments will use pre- established bookkeeping and accounting methods to track and maintain records of expenditures and obligations. Narrative and written log-type records of response actions will be kept by the municipal emergency management agency. The logs and records will form the basis for status reports to the county and state.

Initial reports (needs assessment) are the necessary basis for the governor's decision to declare a state of emergency and to request a presidential disaster declaration. These reports determine the specific types and extent of assistance made available to the affected area.

Updates - Situation reports outlining new developments and more complete information will be forwarded as often as necessary in the most expeditious manner available. At a minimum, a daily situation report will be forwarded to the state EOC duration a local activation.

Post emergency reports – San Juan County Emergency Management will submit the appropriate post emergency reports to the:

Utah Division of Emergency Management
Department of Public Safety 1110 State Office Building
Salt Lake City, Utah 84114 801 538-3400

8.1.2.3 Reports and Record Keeping

Record keeping is a key element of effective emergency management. Accurate records are needed for the county to be eligible for emergency funding or reimbursement.

Reports and Records the planning and activation of an effective emergency response requires timely and accurate reporting of information and the maintenance of records on a continuous basis. San Juan County will submit comprehensive reports that address, at a minimum, the following items:

Training of personnel and exercises completed to prepare the community for an effective response to an emergency; list of trained personnel, equipment and other emergency resources shall be filed with the County Emergency Manager

- Initial damage assessments and reports of the severity of the incident
- Initial needs assessments necessary to declare the appropriate emergency declaration and to request assistance from the state and federal government
- Approved Incident Response Plans and mitigations plans
- Situation reports outlining new developments and more complete information as a situation progresses
- Post-emergency reports that include a complete review of the situation which will also be submitted to the Utah Department of Emergency Management and Homeland Security as appropriate

8.2 Financial Management

The San Juan County EOP assigns Primary and support agencies for 15 functional areas of disaster response. Each agency assigned to an emergency support function (ESF) is responsible for mobilizing existing personnel, equipment, materials, supplies and other resources under their control. When agencies require additional resources, these requests will be referred to ESF #7 – Logistics Management and Resource Support in the county EOC. ESF #7 is tasked with identifying the most appropriate and economical method of meeting the resource request. There are several basic methods of meeting a resource request as follows:

- Local forces are those resources under direct control of the county EOC. They can be assigned based on priorities established by the EOC organizational response agencies.

- Mutual aid can be requested by the county EOC to augment local forces during a locally declared state of local emergency.
- San Juan County is a signature party of the Utah Mutual Aid Agreement for Catastrophic Disaster Response and Recovery. All requests for mutual aid must follow the procedures established by the State Division of Emergency Management (DEM) under this agreement.
- A preferred method of meeting temporary disaster demands is utilizing the County Administration Office, who can issue contracts to meet resource requirements.
- State and federal agencies' response may be required when either mutual aid or contracting can meet the resource request. It is anticipated that this response would occur early in the disaster for short time periods.
- All ESF procurements and expenditures will be documented. All receipts and invoices with explanations and justifications will be forwarded to the Clerk Auditor's office in a timely fashion. The Clerk Auditor will ensure all documentation is complete, recorded on appropriate forms and proper in all respects. If the County was federally declared, the Clerk Auditor will submit for reimbursement. If the County was not declared, the documentation will serve as a recorded history of activity with expenditures.

Emergency Procurement: As anticipated in the County's Purchasing Policy, emergency procurement is appropriate when an emergency condition exists that limits the capability of the County to obtain competitive bids and to follow the financial limit without going to Commission for approval. An emergency condition is a situation which creates a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, equipment failures, or such other reason as may be proclaimed by the Emergency Manager. During such an event Emergency procurements using other than normal bid or price quotation procedures may be made only by the County Administrator, Emergency Manager or his/her designee. Procurements shall be made according to policy as near as possible and still assure that the required supplies, services, or construction items are procured in time to meet the emergency. During times of Emergency there is no spending limit for the Emergency Manager however care will be taken to only purchase or procure needed and essential items. This will ensure that the emergency situation can be taken care of in a timely manner. All expenditures and anticipated procurements shall be requested and tracked using requests made on the ICS-209 form.

8.2.1 Accounting

Complete and accurate accounts of emergency expenditures and obligations, including personnel and equipment costs, will be maintained. Such records are essential to identify and document (1) costs for which no Federal reimbursement will be requested and (2) those costs eligible for reimbursement under major emergency project applications. When Federal public assistance is provided under the Disaster Relief Act, local projects approved by FEMA are subject to both state and Federal audit. The County Clerk Auditor will coordinate the reimbursement documentation for the FEMA Public Assistance program during a presidentially declared disaster for county government.

8.2.2 Fiscal Agreements

A clear statement of agreement between all major agencies responding to an emergency concerning payment or reimbursement for personnel services rendered, equipment costs and expenditures of materials used in response to an emergency is crucial for accurate cost accounting.

8.3 Logistics

San Juan County Emergency Management maintains current resource information on supplies, equipment, facilities and skilled personnel available for emergency response and recovery operations.

ESF # 7 - Logistics Management and Resource Support provides logistical and resource support, including locating, procuring, and issuing resources (such as food, water, ice, supplies, office space, office equipment, fuel and communications contracting services, personnel, heavy equipment and transportation) to local entities involved in delivery emergency response and recovery efforts.

The Commission or designee has the authority to appropriate services and equipment from citizens as necessary in response to a disaster.

Unless covered in a mutual aid agreement/memorandum of understanding, emergency resources may not be sent outside San Juan County unless the Commission, the San Juan County Emergency Manager or other designated representative grants approval.

8.4 Training and Mitigation

Disaster preparedness training and education is essential for public, private and volunteer disaster agencies and all residents and businesses in the county. The two primary goals of San Juan County emergency preparedness training are to 1) encourage individual and family preparedness, and 2) develop personnel expertise to become effective and responsive in an emergency. Individuals and agencies with assigned tasks under this EOP must receive preparatory training and participate in exercises reflective of situations that could occur in San Juan County. Effective training will be ongoing and current to ensure that San Juan County emergency responders are prepared and qualified to act in an emergency situation or disaster.

Training Opportunities: In addition to participating in the training necessary to administer the emergency management activities of the county, it is the responsibility of the Emergency Manager to organize training opportunities and exercises that mimic emergency situations and the challenges faced in these unique circumstances. Training can be accomplished through attendance at seminars and conferences, participation in exercises at the local, county, state, and federal level, emergency preparedness classroom and correspondence courses and similar opportunities. San Juan County will also train staff members in NIMS.

Emergency Exercises: On a semi-annual, annual or as need basis, the Emergency Manager will organize an emergency exercise design to mimic an emergency situation or disaster that could happen in San Juan County. The exercise will include participation from emergency and public safety providers, and any other appropriate public safety entity, medical service providers including hospitals and clinics, and any other entity that would increase the reality of the simulation.

The Emergency Manager will concentrate on emergency situations that are most likely to occur in the community rather than those with a low likelihood of occurrence. In addition to the emergency exercise, the Emergency Manager will evaluate yearly the Emergency Operations Center to test all equipment and update or replace what is needed.

Some, but certainly not all, of the purposes of emergency exercises include:

- To take every opportunity to prepare for an emergency that will serve to protect life and property.
- Opportunities for interaction and development of cooperation with other agencies in order to broaden emergency response and recovery capabilities.

- To increase familiarity with emergency management equipment and operations and allow personnel to gain experience in employing these tools during an actual incident.
- Evaluation of training exercises for effectiveness and clarity of purpose.
- Implementation of corrective actions and improvements to better respond in an emergency situation.

8.4.1 Public Education and Awareness

A high level of public consciousness, awareness and education are crucial to effective emergency management. Informed and knowledgeable residents respond in a more efficient and safer manner in emergency situations. Public education about the potential vulnerabilities and hazards will also result in an opportunity to develop individual and family preparedness plans. In cooperation with community volunteer organizations, the Emergency Manager will organize public education opportunities.

Public training opportunities may include public safety fairs, educational workshops and other public/private presentations and speaking engagements.

Preparedness activities develop response capabilities needed if an emergency situation or disaster occurs as well as the ability of individuals to be self-reliant for short periods of time during a disaster. Related to mitigation, preparedness differs because activities are focused on efforts to educate, organize, train and practice for emergencies rather than the completion of improvements intended to reduce or limit damage. Perhaps more than any other emergency management activity, preparedness requires participation from entities and individuals outside of the County structure. In particular, San Juan County will rely heavily upon the following groups and entities in order to be properly prepared to address an emergency situation:

- San Juan County Emergency Management
- San Juan County Commissioners
- Federal Emergency Management Administration (FEMA)
- Utah Department of Emergency Management and Homeland Security
- Local Fire Departments
- Religious and congregational

Although preparation includes many groups and individual residents, County employees must also be prepared to act in an emergency situation. Department heads should take necessary actions to educate and train appropriate staff members to coordinate and implement emergency and disaster procedures and instructions. The emergency management staff will schedule exercises, drills intended to simulate emergency situations that will allow staff and outside entities to become familiar with the emergency procedures, and protocols so that in the unfortunate event of a disaster, the response will be organized and effective.

Section 9

PLAN MAINTENANCE

San Juan County Emergency Management is responsible for the overall maintenance (review and update) of this EOP and for ensuring that changes and revisions are prepared, coordinated, published and distributed. Each functional annex and incident annex describes the organization or agency responsible for those documents.

This EOP will be reviewed annually and updated bi-annually based on deficiencies identified in simulated or actual use or due to organizational or technological changes. All changes shall be recorded by San Juan County Emergency Management.

Revisions to the EOP will be forwarded to all organizations or agencies assigned responsibilities in the plan. Contact names and telephone numbers (for EOC staff, departments, agencies, special facilities, schools, etc.) shall be maintained by appropriate departments and agencies.

9.1 EOP Multiyear Strategy

The EOP Multiyear Strategy includes the objectives and key strategies for developing and maintaining the EOP including the support for short- and long-term initiatives. The objectives, key strategies and short and long-term initiatives are summarized below:

EOP Multiyear Strategy

- Ensure San Juan County is prepared for any emergency or disaster.
- Protect essential facilities, equipment, records and other assets.
- Reduce or mitigate disruptions to operations.
- Reduce loss of life and minimize damage and losses.
- Achieve timely and orderly recovery from an emergency and resumption of full services.
- Develop a clear understanding of San Juan County Emergency Management's current emergency preparedness capabilities.
- Develop initial EOP capabilities outside current San Juan County Emergency Management locations.
- Establish an effective ability to execute the EOP.
- Continue to work on EOP ESF primary and support agencies.
- Conduct training and exercises.
- Conduct training and tabletop exercises to reinforce knowledge of the plan.
- Perform annual reviews of plans and assessments.
- Ensure compliance with the National Incident Management System and the Incident Command System.
- Standard operating procedures for ESF, incident, and functional annexes
- Coordinate plans and procedures with local, state and federal agencies.

Section 10

AUTHORITIES AND REFERENCES

10.1 Authorities

Under the provisions of HSPD-5, the Secretary of Homeland Security is the principal federal official for domestic incident management.

Federal Authorities: Federal Civil Defense Act of 1950, (PL 81 -950), as amended Disaster Relief Act of 1974, (PL 93-288) as amended. Title III, of the Superfund Amendments and Reauthorization Act of 1986, (SARA), (PL 100- 700). Code of Federal Regulations (CFR), Title 44. Emergency Management and Assistance October 1, 2008.

The authorities under which this plan is developed include the following:

State of Utah: Title 53, Chapter 2, “Emergency Management Act.”

Ordinance 2.86.010-120 State of Utah, Emergency Operations Plan National Response Framework

10.2 Supporting Documents/Plans

- State of Utah Emergency Operations Plan
- State of Utah Hazard Mitigation Plan
- FEMA 501, National Incident Management System
- FEMA 501-3, NIMS Basic – Preparedness
- FEMA 501-7, NIMS Basic - Ongoing Management and Maintenance
- Comprehensive Preparedness Guide (CPG) 101
- San Juan County Continuity Plan
- San Juan County Communications Plan
- San Juan County Pre-Disaster Mitigation Plan
- Emergency Preparedness Local Homeless Plan

10.3 Agreements

San Juan County has entered into the Statewide Mutual Aid Act, 53-2-501 for Catastrophic Disaster Response and Recovery

Section 11

GLOSSARY

All-Hazards: Describes all incidents, natural or human-caused, that warrant action to protect life, property, environment, and public health or safety, and to minimize disruptions of government, social, or economic activities

County Commission: Chief Executive Officer of the County

County Liaison Officer: Point of contact for assisting and coordinating county agencies. The Liaison Officer should establish relationships with county agencies and be able to communicate information effectively with them.

Emergency Management: The preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters. Specific emergency management responsibilities include, but are not limited to the following:

- Reduction of vulnerability of people and communities of this state to damage, injury, and loss of life and property resulting from natural, technological, or human-caused emergencies or hostile military or paramilitary action
Preparation for prompt and efficient response and recovery to protect lives and property affected by emergencies
- Response to emergencies using all systems, plans, and resources necessary to preserve adequately the health, safety, and welfare of persons or property affected by the emergency
- Recovery from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies

Emergency Manager: Emergency Management Bureau Chief is assigned the role of Emergency Manager and has the responsibility of overseeing county emergency management programs, planning and activities, as well as coordinating all aspects of the county's mitigation, preparedness, response, and recovery capabilities. The Emergency Manager directs all county EOC coordination before, during and after an emergency.

Emergency Management Assistance Compact (EMAC): A congressionally ratified organization that provides form and structure to interstate mutual aid. Through EMAC, a disaster-affected state can request and receive assistance from other member States quickly and efficiently, resolving two key issues up front: liability and reimbursement.

Emergency Operations Center (EOC): A designated site from which public, private or voluntary agency officials can coordinate emergency operations in support of on-scene responders.

Emergency Operations Plan (EOP): Overview of San Juan County emergency response organization and policies. It cites the legal authority for emergency operations, summarizes the situations addressed by the EOP, explains the general concept of operations and assigns responsibilities for emergency planning and operations.

Emergency Support Function (ESF): A functional emergency management responsibility established to facilitate assistance required during mitigation, preparedness, response, and recovery to save lives, protect health and property, and maintain public safety.

Emergency Support Function (ESF) Assignment Matrix: Organizational grouping of all primary and support ESF agencies.

Emergency Support Function (ESF) Coordinator: The primary ESF coordinator is the entity with management oversight for that particular ESF. The coordinator has ongoing responsibilities throughout the preparedness, response and recovery phases of incident management. Responsibilities of the ESF coordinator include:

- Coordination before, during, and after an incident, including pre-incident planning and coordination

- Maintaining ongoing contact with ESF primary and support agencies
- Conducting periodic ESF meetings and conference calls
- Coordinating efforts with corresponding private-sector organizations
- Coordinating ESF activities relating to catastrophic incident planning and critical infrastructure preparedness, as appropriate

Emergency Support Function (ESF) Primary Agency: Agency assigned primary responsibility to manage and coordinate a specific ESF. Primary agencies are designated based on their having the most authorities, resources, capabilities or expertise relative to accomplishment of the specific emergency support function.

Emergency Support Function (ESF) Support Agency: Entities with specific capabilities or resources that support the primary agency in executing the mission of the ESF.

Federal Emergency Management Agency (FEMA): Agency of the U.S. government tasked with disaster mitigation, preparedness, response and recovery planning.

Finance/Administration Section: Responsible for tracking incident costs and reimbursement accounting.

Homeland Security Presidential Directive (HSPD) 5: Enhances the ability of the United States to manage domestic incidents by establishing a single, comprehensive National Incident Management System.

Incident Command System (ICS): An all-hazard, on-scene functional management system that establishes common standards in organization, terminology and procedures.

Incident Support Plan (ISP): The ISP includes the overall incident objectives and strategies established by the Emergency Manager for EOC operations. The Planning Section is responsible for developing and documenting the ISP.

Joint Information Center (JIC): The primary location for the coordination of media relations located in or near the Emergency Operations Center.

Joint Information System (JIS): Provides the public with timely and accurate incident information and unified public messages. This system employs Joint Information Centers and brings incident communicators together during an incident to develop, coordinate and deliver a unified message. This will ensure that federal, state, and local levels of government are releasing the same information during an incident.

Local Government: Local municipal governments, the school board and other government authorities created under county or municipal legislation.

Local Nonprofits: Nonprofit agencies active in providing local community services that can either provide assistance during an emergency or would require assistance to continue providing their service to the community. United Way Agencies are an example of local nonprofits under this category.

Logistics Section: Provides facilities, services and materials, including personnel to operate the requested equipment for the incident support.

Municipality: Legally constituted municipalities are authorized and encouraged to create municipal emergency management programs. Municipal emergency management programs shall coordinate their activities with those of the county emergency management agency. Municipalities without emergency management programs shall be served by their respective county agencies. If a municipality elects to establish an emergency management program, it must comply with all laws, rules and requirements applicable to county emergency management agencies. Each municipal Emergency Operations Plan must be consistent with and subject to the applicable county Emergency Operations Plan. In addition, each municipality must coordinate requests for state or federal emergency response assistance with its county. This requirement does not apply to requests for reimbursement under federal public disaster assistance programs.

National Incident Management System (NIMS): A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment.

National Response Framework: The guiding principles that enable all response partners to prepare for and provide a unified national response to disasters and emergencies. It establishes a comprehensive, national, all-hazards approach to domestic incident response.

Operations Section: Directs and coordinates all operations and assists the county coordinating officer in development of incident operations.

Planning Section: Responsible for the collection, evaluation, dissemination and use of information about the development of the incident and status of resources.

Policy Group: Consists of executive decision-makers that are needed to collaborate to manage the consequences of the disaster. This group makes critical strategic decisions to manage the emergency.

Policy Group Liaison: Individual assigned to act as liaison to coordinate county policy group and readiness and decision making processes. Effectively communicate executive level concerns and decisions during emergency operational periods to and from the County Coordinating Officer.

Public Information: Emergency information that is gathered, prepared, and coordinated for dissemination during a disaster or major event.

Safety/Security: Safety/security is monitored and measures are developed for ensuring a safe and secure environment in which to run emergency operations.

State Liaison: Individual appointed by the Utah Division of Emergency Management to act as liaison during emergency periods to coordinate state actions for providing effective coordination and communications during the event.

Standard Operating Procedures (SOPs): States in general terms what the guideline is expected to accomplish.

Section 12

ACRONYMS

ARES – Amateur Radio Emergency Service
COG – Continuity of Government
CFR – Code of Federal Regulations
COOP – Continuity of Operations
DEM – Division of Emergency Management
EMAC – Emergency Management Assistance Compact
EMS – Emergency Medical Service
EOC - Emergency Operations Center
EOP - Emergency Operations Plan
ESF - Emergency Support Function
FEMA - Federal Emergency Management Agency
HAZMAT - Hazardous Materials
HSPD – Homeland Security Presidential Directive
ICS - Incident Command System
ICP - Incident Command Post
ISP - Incident Support Plan
JIC - Joint Information Center
JIS – Joint Information System
NIMS – National Incident Management System
NRF – National Response Framework
SARA – Superfund Amendment and Reauthorization Act
San Juan County – San Juan County
SOP – Standard Operating Procedures

DRAFT



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

BRIAN C. STEED
Executive Director

Division of Wildlife Resources

MICHAEL D. FOWLKS
Division Director

Item 12.

October 13, 2020

Dear San Juan County Commissioners:

My name is Krystal Tucker and I am a Sergeant with the Utah Division of Wildlife Resources. I am currently working within the Aquatic Invasive Species (AIS) Program. This program focuses on preventing quagga mussels and other invasive species from spreading throughout the state.

One of our most valuable and effective prevention strategies includes contacting watercraft off-water and conducting inspections to verify their mussel-free status. When mussels are found or the vessel doesn't meet clean, drain, dry standards, we provide a cost-free hot water wash inside and outside of the vessel. This program has ensured our beautiful waters in the state remain clean and mussel-free. Due to the hard work and determination of UDWR staff, we've successfully kept mussels out of all waterbodies in the state except Lake Powell, which was infested around 2013.

We want to make sure Quagga mussels do not spread to additional waterbodies because they 1) potentially damage essential drinking water sources by leaving a foul taste and smell 2) Infiltrate and clog up water filtration pipes 3) Clean healthy bio-nutrients out of the water and remove fish food supply 4) Cause potentially millions of dollars of damage and mitigation work. Worst of all- there is no current way to remove mussels so once they have infiltrated a waterbody, they are likely there to stay.

Just this year, we've seen an estimated 25% increase in boaters travelling through Utah, many from surrounding states such as Arizona, Colorado, and California. Recapture Reservoir is an excellent example of a waterbody receiving increased use. Many boaters after leaving Lake Powell, both out of state and locals, choose to recreate at Recapture Reservoir. If they didn't follow proper protocols after leaving Lake Powell, they pose a very large threat to potentially spreading quagga mussels into Recapture.

Due to an overwhelming increase in boating throughout the state, UDWR recognizes the need for additional locations for our mandatory inspection stations (MIS). A MIS located at the south end of the town will provide a layer of protection against infestation of your favorite local waters. Also, by providing a MIS nearby, local boaters in the Blanding and Monticello area will have a convenient area for decontamination of their boats.

Page 2
October 14, 2020

The MIS would be staffed robustly from around April to October and still operational but with minimal staffing during the off season, around November through March. Between 15-20 staff would be needed during the busy season for full and part time work. We would hire locally to help provide job opportunities to residents. Having a MIS nearby would entice visitors and likely increase business locally at restaurants, gas stations and various other businesses.

We look forward to building partnerships with the City of Blanding as well as San Juan County to make this plan become a reality. Thank you for your time and consideration.

Sincerely,

Krystal Tucker

Krystal Tucker
AIS Operations Sergeant
Utah Division of Wildlife Resources
Salt Lake City Office
(801) 391-9846

Tuesday, 20 October 2020

International Dark Sky Association

RE: International Dark Sky Designation for Goosenecks State Park

To Whom It May Concern:

The San Juan County Commission would like to express its full support for the Utah State Parks' request to designate Goosenecks State Park as an International Dark Sky Park.

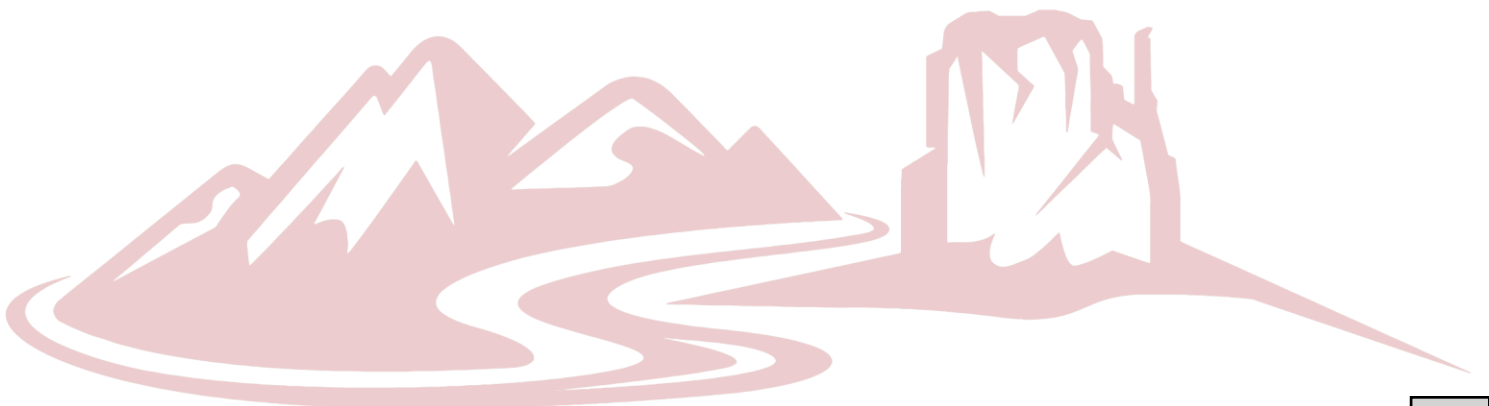
Specific to San Juan County we have seen a steady 10% increase in Transient Room Tax over the past five years, with a slight bump in the latest comparison of 2018 to 2019's collections. The average dollar value of each visitor transaction in San Juan County for domestic visitors is \$35, with international visitors spending \$77. The total (Visa card) spend for international tourism in 2018 was just over \$6 million.

In light of recent current events with COVID-19 visitors are becoming even more intrigued and interested in visiting remote, open spaced areas. Utah State Parks' proposal to designate Goosenecks State Parks as an International Dark Sky park would support connecting to the visitor demographic San Juan County would like to see.

The goal targeted in this designation will positively contribute to the continued positive growth of San Juan County's tourism economy, as well as regional quality of life. The San Juan County Commission fully supports this effort.

Sincerely,

Kenneth Maryboy
San Juan County Commission, Chair





COMMISSION STAFF REPORT

MEETING DATE:	October 20, 2020
SUBMITTED BY:	Natalie Randall
TITLE:	Director Economic Development & Visitor Services
RECOMMENDATION:	Letter of Support for Goosenecks State Parks Dark Sky Designation

SUMMARY

Submission of a letter of support for Goosenecks State Park to be designated an International Dark Sky Park. Goosenecks would join existing San Juan County IDA parks: Natural Bridges National Monument, Dead Horse Point State Park, Canyonlands National Parks, and Rainbow Bridge National Monument.

HISTORY/PAST ACTION

EnterTextHere

FISCAL IMPACT

EnterTextHere



COMMISSION STAFF REPORT

MEETING DATE: October 20, 2020

SUBMITTED BY: Nick Sandberg, County Public Lands Coordinator

TITLE: Lisbon Valley Mine Plan Modification Comment Letter

RECOMMENDATION: Make a motion to approve comment letter

SUMMARY

Lisbon Valley Mine proposes modifications to its mine plan of operation with reopening of mining operations. Modifications would continue open pit mining with heap leach pad, solvent extraction and electrowinning process (electro-extraction). Total mining disturbance would be 917 acres which is 315 acres less than approved in the 2016 mine plan modification. Fewer disturbed acres is due to optimal pit planning and the ability to dispose of more mine waste during pit backfilling.

The proposed modification is consistent with the goals, objectives and policies of the San Juan County Master Plan and Resource Management Plan as well as being consistent with the Utah Energy Zone Amendments of 2015.

HISTORY/PAST ACTION

NA

FISCAL IMPACT

Continued mining operations would benefit the County through tax revenues and local employment at the mine.



SAN JUAN COUNTY COMMISSION

Kenneth Maryboy	Chairman
Willie Grayeyes	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

October 20, 2020

Nicollee Gaddis-Wyatt, Field Manager
Moab Field Office
Bureau of Land Management
82 East Dogwood
Moab, Utah 84532

Re: Lisbon Valley Mining Company

Dear Ms. Gaddis-Wyatt:

San Juan County has been and continues to be a supporter of mining operations at the Lisbon Valley Mine. This operation has been an important contributor to the county economy through tax revenues and jobs for county residents.

We have reviewed the current proposal to modify the mining plan of operations and find it to be consistent with the goals, objectives and policies of the San Juan County Master Plan and Resource Management Plan. It is also consistent with the intent and policy of the Utah Energy Zone Amendments of 2015 which includes the area of the mining operation.

We look forward to the reopening of the mining operations and implementation of the proposed mining plan modification.

Sincerely,

Kenneth Maryboy
Chairman



COMMISSION STAFF REPORT

MEETING DATE: October 20, 2020

SUBMITTED BY: Sheriff Jason Torgerson

TITLE: Consideration and Agreement of a Cooperative Law Enforcement Agreement between San Juan County and the USDA, Forest Service Manti-La Sal National Forest

RECOMMENDATION: Make a motion approving support of the agreement

SUMMARY

The Agreement recognizes that the public use of the National Forest System lands is usually located in areas that are remote or sparsely populated. The parties of this agreement recognize that the enforcement of State and Local law is related to the administration and regulation of National Forest System lands and the agreement establishes a cooperative effort to provide and perform law enforcement activities including jurisdiction thereof.

HISTORY/PAST ACTION

This is a reoccurring agreement for the County and has been approved in prior years.

FISCAL IMPACT

Total of \$5,000.00 reimbursed back to the County for patrol Activities and Equipment

FS Agreement No. 21-LE-1104100-006

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between
COUNTY OF SAN JUAN
And The
USDA, FOREST SERVICE
MANTI-LA SAL NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between County of San Juan, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Manti-La Sal National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: San Juan Cooperative Law Enforcement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

**III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

<u>Submit original invoice(s) for payment to:</u>	<u>Send copy to:</u>
USDA, Forest Service Albuquerque Service Center Payments – Grants & Agreements 101B Sun Avenue NE Albuquerque, NM 87109 FAX: (877) 687-4894 E-Mail: SM.FS.ASC_GA@USDA.GOV	Gabriel Clarke Law Enforcement Officer U.S. Forest Service Manti-La Sal National Forest 432 E. Center/P.O. Box 820 Monticello, UT 84535 Phone: (435) 636-3352 E-Mail: gabriel.clarke@usda.gov

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:



County of San Juan Program Contact	County of San Juan Administrative Contact
Jason Torgerson Sheriff San Juan County Sheriff's Office 117 South Main Street Monticello, UT 84535 Telephone: (435) 587-2237 FAX: (435) 587-2013 Email: jtorgerson@sanjuancounty.org	Joe Harris Deputy San Juan County Sheriff's Office 117 South Main Street Monticello, UT 84535 Telephone: (435) 587-2237 FAX: (435) 587-2013 Email: jharris@sanjuancounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Gabriel Clarke Law Enforcement Officer U.S. Forest Service Manti-La Sal National Forest 432 East Center/P.O. Box 820 Monticello, UT 84535 Telephone: (435) 636-3352 FAX: (435) 587-2637 Email: gabriel.clarke@usda.gov	Gina Jolley Grants Management Specialist U.S. Forest Service Utah Acquisition Support Center 1749 West 500 South Salt Lake City, UT 84104 Telephone: (801) 908-1925 FAX: (801) 908-1930 Email: gina.jolley@usda.gov

- C. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or de-obligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be de-obligated.
- D. This agreement has no effect upon Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.



4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.
- K. Reimbursement may include the costs incurred by Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan,



an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Cooperator for and/or transferred to Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by Cooperator using any Federal funding. Upon expiration of this agreement Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Cooperator in excess of the amount to which Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - 1. Making an administrative offset against other requests for reimbursements.
 - 2. Withholding advance payments otherwise due to Cooperator.



3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated



Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
and

(2) May pursue other remedies available for the recipient's material failure to
comply with award terms and conditions.

- S. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- T. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- U. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned:
a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- W. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through September 30, 2025.
- X. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



JASON TORGERSON
Sheriff
San Juan County Sheriff's Office

Date

RYAN NEHL
Forest Supervisor
U.S. Forest Service
Manti-La Sal National Forest

Date

KENNETH MARYBOY
County Commissioner
County of San Juan

Date

SCOTT HARRIS
Special Agent in Charge
U.S. Forest Service
Intermountain Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

DEBORAH CHORLTON Digitally signed by DEBORAH CHORLTON
Date: 2020.10.01 12:32:50 -06'00'

DEBORAH CHORLTON
U.S. Forest Service
Grants Management Specialist

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FS Agreement No. 21-LE-1104100-006
Cooperator Agreement No. _____**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT
ANNUAL OPERATING PLAN & FINANCIAL PLAN****Between****COUNTY OF SAN JUAN****And the****USDA, FOREST SERVICE****MANTI-LA SAL NATIONAL FOREST****FY 2021 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between County of San Juan, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Manti-La Sal National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #**21-LE-11041000-006** executed on _____. This Annual Operating Plan is made and agreed to as of the last date of signature on the Master Cooperative Law Enforcement Agreement, _____, and is for the estimated period ending September 30, 2025.

Previous Year Carry-over: \$0.00**FY2021 Year Obligation: \$5,000.00****Modification: N/A****I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:



County of San Juan Program Contact	County of San Juan Administrative Contact
Jason Torgerson Sheriff San Juan County Sheriff's Office 117 South Main Street Monticello, UT 84535 Telephone: (435) 587-2237 FAX: (435) 587-2013 Email: jtorgerson@sanjuancounty.org	Joe Harris Deputy San Juan County Sheriff's Office 117 South Main Street Monticello, UT 84535 Telephone: (435) 587-2237 FAX: (435) 587-2013 Email: jharris@sanjuancounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Scott Watson Law Enforcement Officer U.S. Forest Service 496 East Central/P.O. Box 820 Monticello, UT 84535 Telephone: (435) 636-3352 FAX: (435) 587-2637 Email: scott.watson@usda.gov	Gina Jolley Grants Management Specialist U.S. Forest Service Utah Acquisition Support Center 1749 West 500 South Salt Lake City, UT 84104 Telephone: (801) 908-1925 FAX: (801) 908-1930 Email: gina.jolley@usda.gov

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.00/mile patrolled

Per diem rate is \$0.00/day

Wages at the prevailing rate of \$25.00/hour that includes fringe benefits for the individual Officer.

Please send an invoice that displays actual expenditures to date of the invoice, displayed by separate costs elements, with documentation to support the number of hours worked along with patrol logs or other supporting information.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:



- A. Elk Ridge Road #088 and spur roads leading from the Elk Ridge Road
- B. Mountain Road #079 on National Forest lands between Monticello and Blanding
- C. Causeway Road #095 between Mountain Road # 079 and Elk ridge Road #088 and spur roads
- D. Roads on National Forest land in the Blue Mountain Ranch-Bulldog area
- E. South Cottonwood Road #106 and spur roads on National Forest land
- F. Roads on National Forest in the Peters Point-Harts Draw area
- G. La Sal Pass Road #073 and spur roads on National Forest land
- H. Geyser Pass Road #071 and spur roads on National Forest land

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

- A. Dalton Springs Campground
- B. Buckboard Campground
- C. Devil's Canyon Campground
- D. Nizhoni Campground
- E. Pack Creek Picnic ground

Total reimbursement for this category shall not exceed the amount of: \$2,500.00.

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: \$0.00.

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Specific items/equipment for purchase will be determined between the parties of this agreement.

Total reimbursement for this category shall not exceed the amount of: \$2,500.00.

V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for



reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

Addendum A (attached) provides the specific information on the procedures and requirements for requesting Fire Reimbursements from the U.S. Forest Service. Any questions or clarifications necessary concerning incident/fire emergencies should be directed to the nearest fire dispatch center or the LEO listed under the U.S. Forest Service Program Manager Contact (see Section I.A.).

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.



Category	Estimated Costs	Not to Exceed by %
Patrol Activities	2,500.00	
Training		
Equipment	2,500.00	
Special Enforcement Situations		
Total	\$5,000.00	

- B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement. Any funds not spent at the end of the five years (9/30/2025) will be de-obligated. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- C. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

JASON TORGERSON
Sheriff
San Juan County Sheriff's Office

Date

RYAN NEHL
Forest Supervisor
U.S. Forest Service
Manti-La Sal National Forest

Date

KENNETH MARYBOY
County Commissioner
County of San Juan

Date



SCOTT HARRIS
Special Agent in Charge
U.S. Forest Service
Intermountain Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

DEBORAH CHORLTON

Digitally signed by DEBORAH CHORLTON
Date: 2020.10.01 12:32:16 -06'00'

DEBORAH CHORLTON
U.S. Forest Service
Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**County of San Juan
Addendum A
21-LE-11041000-006**

**Intermountain Region, Region Four
Fire Emergency Language & Billing Protocol
Coop Law Enforcement Agreements / Annual Operating Plan**

Fire Emergencies:

During fire emergencies, the U.S. Forest Service will reimburse the Cooperator for actual costs incurred for providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of road blocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by U.S. Forest Service dispatch to the Cooperator. It is critically important that the Incident Management Team, Agency Administrator, and the Sheriff/Cooperator Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a Cooperator designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The Liaison(s) primary duties, on behalf of the Cooperator, will be to attend public meetings, planning and Incident Command meetings. Eligible costs for reimbursement will include personnel time and mileage when fulfilling the liaison duties.

If meals and lodging are required for Cooperator officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The Cooperator will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation. 2. Automotive repairs, tires, and services are covered in the mileage rate.

Billing Protocol:

Documentation required to be submitted by the Cooperator to the U.S. Forest Service for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Law Enforcement Agreement and Annual Operating Plan.
- DUNS number.
- Tax ID number.
- Breakout of actual costs:
 - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
 - Supplies – Copies of receipts with date and description of items purchased and U.S. Forest Service authorization (S# or U.S. Forest Service Signature) for purchase.
 - Mileage – Summary by day by vehicle and personnel using the vehicle.

- Incident Action Plans – copies of plans that document assignment to that incident.
- Map of roadblock locations.

For questions concerning incident/fire emergencies, Manti-La Sal National Forest, please contact:

Jaylynn Pell
Budget Office
Manti-La Sal National Forest
599 West Price River Drive
Price, UT 84501
Telephone: (435) 636-3534
Fax: (435) 637-4940
Email: jaylynn.pell@usda.gov

Bills will be submitted to:

Jaylynn Pell
Budget Office
Manti-La Sal National Forest
599 West Price River Drive
Price, UT 84501
Telephone: (435) 636-3534
Fax: (435) 637-4940
Email: jaylynn.pell@usda.gov



COMMISSION STAFF REPORT

MEETING DATE: October 20, 2020
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Aging Contract
RECOMMENDATION: Approval

SUMMARY

This is a new contract with San Juan County and the Utah Division of Services for People with Disabilities. It is for 3 months and it is to provide meal service to those clients identified by Utah Division of Services for People with Disabilities. 3 clients within the county have been identified for this service.

HISTORY/PAST ACTION

New Contract

FISCAL IMPACT

3,906.00



STATE OF UTAH

DEPARTMENT OF HUMAN SERVICES

GOVERNMENTAL ENTITY CONTRACT FOR SERVICES

1. **CONTRACTING PARTIES:** This contract is between the State of Utah Department of Human Services (Agency Code: 200), referred to as STATE and/or DHS, and the following CONTRACTOR:

San Juan County
 San Juan County Area Agency on Aging

 Name
 PO Box 9

 Address
 Monticello UT 84535-3225

 City State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Entity

Contact Person Tammy Gallegos Phone #435-587-3225 Email tgallegos@sanjuancounty.org
 Vendor #6866H Commodity Code #95243

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide Meals on Wheels for approved individuals on the DSPD waiting list.
3. **PROCUREMENT:** This contract is entered into as a result of a procurement process under Utah Code 63G-6a-2103.
4. **CONTRACT PERIOD:** Effective date: 9/1/2020 Termination date: 12/30/2020 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$3,906.00 for costs authorized by this contract. Additional information regarding costs: N/A.
6. **ATTACHMENT A:** DHS Standard Terms and Conditions for Services Provided by Utah Governmental Entities
ATTACHMENT B: Scope of Work
7. Each signer below represents that he or she has the requisite authority to enter into this contract.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authority has signed this contract.

SAN JUAN COUNTY
 SAN JUAN COUNTY AREA AGENCY ON AGING

DEPARTMENT OF HUMAN SERVICES
 DIVISION OF AGING AND ADULT SERVICES

By: _____

By: _____

Name: _____ Date: _____

Nels Holmgren, Director Date: _____

Title: _____

By: _____

Name: _____ Date: _____

Title: _____

STATE OF UTAH APPROVING AUTHORITY

STATE DIVISION OF FINANCE

By: _____

State Finance Date: _____

Michael Floor	801-538-4217	mfloor@utah.gov
Agency Contact Person	Telephone Number	Email

The State of Utah Department of Human Services is an Equal Opportunity Employer. The department's EEOP Utilization Report is available at hs.utah.gov/about.

This is for a contract for services between government entities within the State of Utah to be used only when both parties are Utah governmental entities as defined in the Utah Government Immunity Act (U.C.A. 63G Chapter 7).

1. **DEFINITIONS:** The following terms have the meanings set forth below:
 - a. **"Confidential Information"** means information deemed confidential under applicable state and federal laws, including personal information.
 - b. **"Contract"** means the document with signature page(s), including all referenced attachments and documents incorporated by reference and may include any purchase orders that result from this Contract.
 - c. **"Contract Signature Page(s)"** means the State of Utah cover page(s) signed by the parties.
 - d. **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" includes Contractor's agents, officers, employees, and partners.
 - e. **"DHS"** means the Utah Department of Human Services, including each division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - f. **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include all deliverables that result from Contractor performing the Services pursuant to this Contract, including any professional services identified in § 63G-6a-103 of the Utah Procurement Code.
 - g. **"State of Utah"** means any institution, agency, department, division, authority, instrumentality, board, commission, elected or appointed officer, employee, agent, or authorized volunteer of the State of Utah government.
2. **GOVERNING LAW AND VENUE:** This Contract is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract must be brought in a court of competent jurisdiction in the State of Utah. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Contractor and all Services performed under this Contract must comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by DHS to Contractor under this Contract. These records must be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost to the State of Utah, the State of Utah and federal auditors, and DHS staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** Contractor shall implement, maintain, and enforce policies and procedures that prohibit conflicts of interest.
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner will the Contractor be deemed an employee or agent of DHS or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, has no authorization, express or implied, to bind DHS or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for DHS or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act ("Act"). Nothing in this Contract may be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act, nor may this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party is responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between the parties.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR § 90 which prohibits discrimination on the basis of age; (iv) § 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by a mutual written agreement of the parties, which amendment must be attached to this Contract. Automatic renewals do not apply to this Contract.
11. **DEBARMENT:** INTENTIONALLY DELETED

12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in Item 16. of the specified expiration date, upon written notice to the other party. The party in violation may be given ten days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon 60 days written termination notice to the other party. DHS and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of termination, Contractor's sole remedy and monetary recovery from DHS or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination, as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon 30 days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of DHS, if DHS reasonably determines that: (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) a change in available funds, including federal and state funds, affects DHS's ability to pay under the terms of this Contract.

If a written notice is delivered under this section, DHS will reimburse Contractor for the Services properly performed until the effective date of said notice. DHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.

14. **SUSPENSION OF WORK:** Written notice to the Contractor is required should circumstances arise which would cause DHS to suspend, but not terminate, the Contractor's responsibilities under this Contract. The Contractor's responsibilities may be reinstated upon advance written notice from DHS.

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from DHS's funds and used in the exercise of DHS's essential functions as a State of Utah entity. Upon request, DHS will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request DHS's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

16. **INSURANCE:** INTENTIONALLY DELETED

17. **WORKERS COMPENSATION INSURANCE:** INTENTIONALLY DELETED

18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED

19. **PUBLIC INFORMATION:** INTENTIONALLY DELETED

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance by DHS.

21. **ACCEPTANCE AND REJECTION:** DHS shall have 30 days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the scope of work prior to acceptance of the Services by DHS. If Contractor delivers nonconforming Services, DHS may at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **BILLING REQUIREMENTS:**

a. **Billing.** To obtain payment for the Services provided pursuant to this Contract, Contractor shall submit to DHS an itemized billing for its authorized services, together with the supporting documentation required for the reimbursement forms supplied by DHS.

b. **Billing Deadlines.** DHS may delay or deny payment to Contractor for billings or claims for services that do not meet the billing deadlines outlined below.

(1) **Ongoing Billings:** Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period, **EXCEPT** that Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year pursuant to paragraph c. below.

(2) **State Fiscal Year-End Billings:** The state fiscal year is from July 1st through June 30th. Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year **no later than July 14th** of the following fiscal year, regardless of Contractor's billing period or the expiration or termination date of this Contract.

(3) **Final Contract Billings:** Contractor shall submit all final billings under this Contract within 14 days of expiration or termination of the Contract, regardless of Contractor's billing period.

c. **Supporting Documentation.** Contractor shall maintain documentation necessary to support the Services and costs billed by Contractor and shall submit the documentation with the billings, if requested.

d. **Questioned Costs.** DHS may question any billing by Contractor if the billing is not supported by proper documentation.

e. **Overpayments and Audit Exceptions.** If, during or after the contract period, an independent CPA audit or a fiscal review determines that payments made by DHS to Contractor were incorrectly paid or were based on incorrect information from Contractor, Contractor will be required to repay the incorrect payments it received. DHS may withhold any or all subsequent

payments under this or other contracts with Contractor until DHS fully recoups any payments to Contractor determined to have been made incorrectly. Item 16.

- f. **Uniform Billing Practices.** Contractor guarantees that the amounts it charges for client Services under this Contract are not higher than the amounts Contractor charges others for comparable Services.
 - g. **Lapsing Funds.** If Services are provided for the Division of Substance Abuse and Mental Health, any funds not expended by the end of the funding period for which they were allocated will lapse and Contractor will have no further claim to the funds.
23. **PAYMENT:** Payments will be made within 30 days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after 60 days from the date a correct invoice is received by DHS, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act (U.C.A. 15, Chapter 6). The acceptance by Contractor of final payment, without a written protest filed with DHS within ten business days of receipt of final payment, release DHS and the State of Utah from all claims and all liability to the Contractor. DHS's payment for Services is not an acceptance of the Services and does not affect any claims DHS or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services must be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to DHS and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services performed under this Contract must be in the form of a written amendment to this Contract, mutually agreed upon and signed by both parties, specifying any changes.
26. **PERFORMANCE EVALUATION:** DHS may conduct a performance evaluation of Contractor's Services at any time. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to DHS and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** DHS reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **SUBCONTRACTING AND ASSIGNMENT:** Contractor shall not subcontract or assign any right or obligation under this Contract, in whole or in part.
30. **REMEDIES:** In addition to terminating the Contract upon default or breach of the Contractor, DHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii) debar or suspend Contractor from receiving future contracts from DHS or the State of Utah; and (iv) demand a full refund of any payment DHS has made to Contractor for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, war, or any condition which is beyond that party's reasonable control. DHS may terminate this Contract if it determines that a delay caused by force majeure may prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, and partners of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received to any third parties. Contractor shall immediately notify DHS of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and notifications under applicable law. Contractor shall indemnify, hold harmless, and defend DHS and the State of Utah, including anyone for whom DHS or the State of Utah is liable, from all claims related to a breach of this duty of confidentiality, including any notification requirements by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor must return all copies of Confidential Information to DHS or certify, in writing, that all Confidential Information in its possession has been destroyed. This duty of confidentiality is ongoing and survives the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to DHS for written approval all advertising and publicity matters relating to this Contract. It is within DHS's sole discretion to provide approval, which must be in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold DHS and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DHS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** DHS and Contractor recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract, is considered work made for hire, and Contractor shall transfer any ownership claim to DHS.

37. **WAIVER:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege. Item 16.

38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED

39. **PROCUREMENT ETHICS:** Contractor understands that giving or offering to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participating in the procurement of supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization, will subject the Contractor to criminal prosecution.

40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.

41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence is as follows: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or to limit the rights of DHS or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract does not extinguish or prejudice DHS's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.

43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract does not affect the validity or enforceability of any other provision, term, or condition of this Contract, which will remain in full force and effect.

44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

45. **ACCESS TO RECORDS AND MONITORING OF PERFORMANCE:** DHS shall have immediate access to all records relating to this Contract, and Contractor shall not limit or interfere with DHS' access rights. The parties agree that DHS has the right to monitor Contractor's performance pursuant to this Contract. Monitoring of Contractor's performance is at the complete discretion of DHS. Performance monitoring may include both announced and unannounced visits. The Contractor shall allow independent auditors State and federal auditors or contract reviewers to have access to any records related to this Contract, including all personnel, training, client, treatment and financial records (such as accounting records and supporting documentation) for audit review and inspection.

46. **DEFICIT REDUCTION ACT - MEDICAID FRAUD AND ABUSE:** The Contractor shall meet requirements for *Medicaid-specific Federal Assurances*, Section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery). The Contractor shall educate its employees and agents about:

- a. The False Claims Act, 31 United States Code §§3729–3733;
- b. Administrative Remedies For False Claims and Statements, 31 United States Code §§3801–3812;
- c. The Utah False Claims Act, Utah Code § 26-20-1, et seq.;
- d. The Utah Protection of Public Employees Act, Utah Code § 67-21-1, et seq.;
- e. Policies and procedures for detecting and preventing fraud, waste, and abuse;
- f. How to report suspected fraud, waste and abuse of Medicaid funds;
- g. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith; and
- h. The penalties for filing false or fraudulent claims for Medicaid payment.

If the Contractor maintains an employee handbook, the Contractor shall include the information described above and its policies and procedures for detecting and preventing Medicaid fraud, waste and abuse, in its employee handbook. Additional information is available on DHS website.

47. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** Contractor shall follow and enforce DHS' Provider Code of Conduct. DHS Provider Code of Conduct may be found on DHS Bureau of Contract Management website.

- a. Before allowing any employee or volunteer to work with clients under this Contract, the Contractor shall also comply with the following requirements:
 - (1) The Contractor shall provide a current copy of the Code of Conduct to each employee or volunteer currently working for the Contractor and to any new employees or volunteers; and
 - (2) The Contractor shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she has read and understood the Code of Conduct and will comply with it.
- b. As used in this Paragraph, "volunteer" means a person who:
 - (1) donates services to the Contractor without pay or other compensation, except for expenses incurred (such as meals and other travel costs); and
 - (2) is a board member, officer, or other person who is substantially involved in the Contractor's decision-making processes, or is a person who has direct unsupervised contact with DHS Clients.

48. **OWNERSHIP OF CLIENT RECORDS:** The State retains ownership of all client records created or maintained by Contractor in connection with the services provided under this Contract and all such records must remain at the State facility or location where Contract services are provided, unless otherwise required by law. For records related to youth offenders, the Contractor shall comply with Utah Code 62A-7-108.5.

49. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:** Client records are confidential. The Contractor shall provide access to client records in accordance with State and federal laws. Client records include but are not limited to hard copy records, electronic data, audio and video tapes, digital files, photographs, scans, and other images. The Contractor shall, at a minimum, maintain all client records in locked rooms or cases or in password-protected electronic files. If records are transported or contained on any electronic medium (including but not limited to computers, tablets, smart phones, zip-drives, etc.) the medium must be password protected. The Contractor shall not use or disclose any client information except as specifically provided by this Contract, or as required by law. The Contractor's representatives shall have access only to those portions of the records directly related to their work assignments. Item 16.
50. **LOSS OR DISCLOSURE OF CLIENT RECORDS OR INFORMATION:** The Contractor shall have and comply with policies and procedures to protect confidential client records and information from loss, unauthorized disclosure, or data breaches (hereinafter collectively referred to as "loss"), and shall make those policies available to DHS. The policies and procedures must address how client records and information will be maintained, transmitted, stored, and secured to protect against any loss. The policies and procedures must also address the steps that will be taken in the event of any loss to notify, protect and reimburse those impacted by the loss against potential damages as well as to prevent future losses.
- The Contractor shall be responsible for any loss of client records or client information by it or its representatives and for any and all costs, remediation (including but not limited to credit monitoring), and damages associated with such loss. In the event of a loss, in addition to any actions required by the Contractor's policies and procedures, the Contractor shall notify the following individuals of the loss no later than 24 hours after it is discovered:
- a. DHS signatory on this Contract;
 - b. DHS Risk Manager; and
 - c. The client or the client's parent(s) or legal guardian.
51. **ACCESS TO RECORDS PRODUCED BY THE CONTRACTOR:** The Contractor acknowledges that some of the records it produces in connection with the services or programs provided under this Contract, may be available to the public and to clients pursuant to GRAMA and other state and federal laws, including the federal "Protection and Advocacy for Individuals with Mental Illness Act," 42 U.S.C. §§ 10801 *et seq.* Therefore, upon receiving a request for records or information from any individual or entity other than the State, the Contractor shall immediately notify the State about the request and allow the State to respond directly to the records request.
52. **NO IMPOSITION OF FEES:** The Contractor shall not charge clients for any services provided pursuant to this Contract, except as expressly authorized in this Contract.
53. **HUMAN SUBJECTS RESEARCH:** The Contractor may not conduct any research involving human subjects or their private data if the subjects are employees of DHS or individuals receiving services (whether direct or contracted) from DHS, or where DHS has provided funding for a project that includes research in the contract, unless the Contractor has obtained prior written approval from DHS Institutional Review Board (IRB), and from any other federal or state agencies whose approval is required for research on human subjects. Before conducting such research, the Contractor shall fully comply with any requirements or conditions, including requirements relating to informed consent, imposed by such IRB committees or agencies. DHS Policy Manual, Policy No. 01-10, explains the policies and procedures for obtaining approval from DHS IRB.
54. **CONTRACTOR CONTACT INFORMATION:** Contractor shall ensure that DHS has accurate contact information for Contractor at all times throughout the duration of this Contract and throughout the duration of Contractor's record retention responsibilities. Contractor shall immediately notify DHS of any changes to contact information.
55. **COMPLIANCE WITH UTAH 211 INFORMATION REQUESTS:** The Contractor shall provide Utah 211 with information about the Contractor's services for inclusion in the Utah 211 statewide information and referral system. Information must be provided in the form determined by Utah 211.
56. **RETENTION OF RECORDS:** The Contractor shall retain all records related to this Contract for at least the following periods of time:
- a. Records Relating to Adult Clients: The Contractor shall retain all adult client records (including records that support Title XIX reimbursements) for at least six years from the date of last service to the adult client.
 - b. Records Relating to Child Clients: The Contractor shall retain all records relating to clients under 18 years old (including records that support Title XIX reimbursements) for at least six years from the date of last service to the child client, or until the child client reaches the age of 22, whichever period is longest.
 - c. Administrative Records: The Contractor shall retain all administrative records relating to this Contract (including records that support Title XIX reimbursements) for at least six years after DHS makes the last payment on this Contract.
 - d. Discontinued Operations: If the Contractor discontinues its programs or ceases to provide services pursuant to this Contract, the Contractor shall protect DHS access rights by implementing one of the following options:
 - (1) Transfer the client records to a successor agency or entity which has:
 - (a) entered into a contract with DHS to provide such services formerly provided by the Contractor; and
 - (b) agreed to provide DHS with the same access to the records as required under the Contractor's contract with DHS;or
 - (2) Deliver the client records to an office within the Contractor's organization under an arrangement by which the Contractor authorizes DHS to have continuing immediate access to the records.
 - (3) With the prior written consent of DHS, which may be withheld for any reason, deliver the client records to DHS.
 - (4) Alcohol and Drug Abuse Patient Records: If the Contractor is bound by the requirements of 42 C.F.R. Part 2 and discontinues its alcohol or drug abuse program or ceases to provide its services pursuant to this Contract, the Contractor

shall comply with the following requirements before destroying the records of any patients served pursuant to this Contract: Item 16.

- (a) the Contractor shall notify DHS in writing at least 30 days before it discontinues its operations or ceases to provide its services;
 - (b) upon request from DHS, the Contractor shall give each of its alcohol and drug abuse patients a consent form which meets the requirements of 42 C.F.R. § 2.31, and which authorizes the Contractor to transfer its patient records to DHS; and
 - (c) upon obtaining signed consent forms from patients, the Contractor shall deliver the consenting patients' records to DHS.
- e. **Audits and Litigation:** The Contractor shall maintain all records related to any audits initiated by federal and state auditors or to any pending litigation until six years after all audits are completed or litigation is resolved, including any related appeals or the time for appeal has expired, or for six years from the date of termination of this Contract, whichever is longer.
- f. **Method for Destruction of Client Records:** Client records which may be destroyed pursuant to this Contract shall be cross-shredded or burned to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records.
57. **BACKGROUND SCREENING:** The Contractor and any individuals associated with Contractor shall comply with the background screening requirements in Utah Code 62A-2-120 and Utah Administrative Code R501-14.

(Revision date: 10 December 2019)

The State of Utah Department of Human Services is an Equal Opportunity Employer. The department's EEOP Utilization Report is available at hs.utah.gov/about.

ATTACHMENT B: SCOPE OF WORK

Description of service: The Department of Human Services (“DHS”), Division of Aging and Adult Services (“DAAS”) is partnering with Utah Area Agencies on Aging (“AAA”), to provide Meals on Wheels services (“MOW”) to individuals on the DHS Division of Services for People with Disabilities (“DSPD”) waiting list, using Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding.

MOW delivers prepared meals to people in need. Many who qualify for DSPD services are at higher-risk of developing severe illness from COVID-19. People who qualify for DSPD services may experience difficulty in obtaining and preparing food due to limiting exposure to the virus and limited incomes. DSPD and DAAS will partner to extend the existing program to people between the ages of 22 and 59 who are waiting for DSPD services.

A. Contractor Requirements

After receiving the data set of people approved to receive MOW from DSPD, the Contractor shall:

1. Contact and coordinate with each person approved by DSPD to receive MOW. The coordination shall include ensuring:
 - a. Each person receives meals that are in compliance with any dietary needs and restrictions the person may have as disclosed by the person during the Contractor’s contact with the person,
 - b. Each person receives a meal on each day MOW is available, unless the person requests not to receive a meal on a specific day,
 - c. Each person is provided with information explaining their responsibility on how to receive MOW, and
 - d. The MOW delivery address provided by DSPD is correct.
2. Contact DSPD with any issues preventing timely MOW start date for any person. If it takes longer than two weeks from receiving the data set of approved people to get a person set up to receive MOW it will be consider untimely.

B. Limitation

The Contractor shall NOT provide MOW to any person after December 30, 2020.

C. Billing Requirements

The Contractor’s billing period is monthly. The Contractor shall:

1. Submit a monthly invoice with supporting documentation for authorized MOW by the 15th day of each month for the previous month’s services. The

monthly invoice and supporting documentation must be submitted via email to Cheryl Sharp cherylsharp@utah.gov

- a. The monthly invoice must include:
 - 1) Contractor's name,
 - 2) Month and year the services were rendered, and
 - 3) Total cost of meals provided.
- b. The supporting documentation must be on a separate list accompanying the monthly invoice and must include:
 - 1) Contractor's name,
 - 2) Month and year the services were rendered,
 - 3) Name of each person who received Meals on Wheels services,
 - 4) The number of meals provided, and
 - 5) Cost per meal.



COMMISSION STAFF REPORT

MEETING DATE: October 20, 2020

SUBMITTED BY: Mack McDonald, Chief Administrative Officer

TITLE: Consideration and Approval of the lease agreement with Horsepower Fleet Leasing, LLC Master Lease Agreement

RECOMMENDATION: Approval

SUMMARY

For several years, San Juan County has leased fleet vehicles from Horsepower Fleet Leasing, LLC. Horsepower Fleet is a State Contracted Vendor which allows us to lease without obtaining bid through other companies. A majority of the vehicles leased are the Sheriff Deputy Vehicles. During this last year, I had explored other lease options with another State vendor as well as Enterprise Rental who also has a lease program. Overall, Horsepower Fleet Leasing offered the best lease rates to the County.

HISTORY/PAST ACTION

We have used this company since 2017

FISCAL IMPACT

2019-(5) \$18,500, 2018-(6) \$21,000

HORSEPOWER FLEET LEASING, LLC
MASTER LEASE AGREEMENT
(for a Municipal entity)

Municipal Entity: _____ **Municipal Tax ID #** _____

This Master Lease Agreement (this "Agreement") is made at _____, Utah, effective ____2020 (the "Effective Date") by and between HORSEPOWER FLEET LEASING, LLC, a Utah limited liability company, with its principal offices located at 1603 American Way Suite #4, Payson, UT 84651 ("Lessor"), and _____, a Utah municipal corporation, on behalf of its Fleet Management Division, with its principal offices located at _____ ("Lessee").

STATE OF: Utah

COUNTY OF: _____

Lessor and Lessee may be referenced herein individually as a "Party" and collectively as the "Parties".

1. VEHICLES LEASED. Lessor leases to Lessee, and Lessee leases from Lessor, all vehicles (including all replacements and substitutions thereto from time to time) (individually a "Vehicle" and collectively, the "Vehicles") described in each and every Vehicle Lease Schedule executed and delivered pursuant to this Agreement (individually a "Schedule" and collectively "Schedules"). Each Schedule incorporates this Agreement. Lessee and Lessor acknowledge that this Agreement constitutes an "Operating Lease" with respect to Section 7701(h)(3) of the Internal Revenue Code, and that Lessee has no equity or other ownership rights in the Vehicles or their accessories or replacement parts other than the Purchase Option referenced in this Agreement.

2. TERM.

- a) Schedules. The term of each Schedule (a "Schedule Term") shall commence upon the delivery (the "Delivery Date") to Lessee of the Vehicle and or equipment described and subject to each Schedule and shall continue until the Termination Date (the "Termination Date") specified in each Schedule, unless terminated earlier only as is permitted by this Agreement, including but not limited to the failure of Lessee to appropriate funds to continue the leasing of the Vehicle and/or equipment detailed in the schedule for the ensuing balance of the Schedule Term. The termination of a Schedule Term, without more, shall not affect the rights of the Parties with respect to any obligation due but not performed prior to such termination including any obligation by Lessee to Lessor to pay Rent. The execution of the Schedule by Lessee shall constitute a certificate of acceptance of the Vehicle by Lessee.
- b) This Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in effect thereafter so long as any Schedule Term remains in effect. The expiration or termination of this Agreement, without more, shall not affect the rights of the Parties with respect to any obligation due but not performed prior to such termination.

3. RENT. Lessee shall pay rent ("Rent") annually, in advance, to Lessor in the amounts and by the dates as set forth in each Schedule. Unless otherwise explicitly provided in a Schedule, each annual installment of Rent payable under each Schedule shall be paid in advance on the first business day of the month in which said payment is to be made, regardless of whether Lessor has rendered a statement. Lessee shall pay all Rent as due when due without demand, invoice or notice. If any payment due under a Schedule (including, but not limited to, Rent) is not paid within fifteen (15) days after the due date thereof, Lessee shall pay to Lessor a late charge on such overdue payment at a rate equal to the greater of 1.5% of the outstanding amount due or \$40.00 per Vehicle, whichever is greater. Late charges shall accrue immediately after the 15 days and shall be assessed again for payments not received after 30 days, and with additional late charges accruing each 15 day incremental period in which payments are not received as agreed herein. All Rent and other payments due and payable under each Schedule shall be paid to Lessor at its address shown above, or at such other address as Lessor may designate from time to time. In the event of an Early Termination which occurs on other than the last day of a lease month, Rent shall be prorated for such partial period. (prorated terms will be set by the annual payment for previous year divided by extended time in service; balance will be due in full within 30 days of return of the Vehicle)

4. NET LEASE. EACH SCHEDULE SHALL BE A TRIPLE NET LEASE WHEREBY LESSEE SHALL PAY ALL TAXES, MAINTENANCE, INSURANCE, AND OTHER COSTS AND EXPENSES, AS MORE FULLY SET FORTH IN THIS AGREEMENT. LESSEE'S OBLIGATIONS TO PAY ALL RENT AND OTHER SUMS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT, FOR ANY REASON WHATSOEVER. IN THE EVENT THAT THE LESSEE SHALL DESIRE TO RETAIN ANY VEHICLE LISTED ON ANY SCHEDULE BEYOND THE SCHEDULED TERMINATION DATE, LESSEE SHALL NOTIFY LESSOR OF SUCH INTENT IN WRITING NOT LATER THAN THIRTY (30) DAYS PRIOR TO TERMINATION DATE, AND SUCH EXTENSION SHALL BE AT THE DISCRETION OF LESSOR PURSUANT TO THE PROVISIONS OF SECTION 11 BELOW.

If any Vehicle is unsatisfactory for any reason, Lessee shall make any claim solely against the manufacturer of the Vehicle and shall, nevertheless, pay Lessor or its successors or Assignees (as defined in Section 17) all amounts due and payable under the Schedule for such Vehicles.

5. TAXES. Lessee shall promptly report, file, pay and indemnify and hold Lessor harmless with respect to any and all Taxes, as hereinafter defined. The term "Taxes" as used herein shall mean all taxes, fees and assessments due, assessed or levied by any foreign, federal, state or local government or taxing authority, and any penalties, fines or interest thereon, which are imposed against or upon any Vehicle, its use or operation, or the rentals or receipts due under this Agreement, but shall not include any taxes based upon or measured by the income of Lessor. The foregoing notwithstanding, Lessor shall file such tax returns relating to sales and property taxes as may be required of Lessor pursuant to applicable law, and remit the amount thereof, and Lessee shall reimburse Lessor promptly upon demand for the amount of such taxes. Upon request by Lessee, Lessor will submit to Lessee written evidence of Lessor's payment of all Taxes due hereunder.

6. **INSURANCE.** Lessee is a self-insured governmental entity and as such will provide and maintain insurance or self-insurance sufficient to meet its obligations under this Agreement and consistent with applicable law. Until a Vehicle has been received by Lessor pursuant to Section 10, 12 or 21 of this Agreement, Lessee shall at all times carry and maintain insurance on (or self insure, if approved in advance in writing by Lessor) the Vehicle, at the sole and exclusive expense of Lessee, which insurance shall have the following minimum coverages; a) Comprehensive, including fire and theft for the actual value, b) Collision for actual value with a maximum deductible of \$2,500, c) Public Liability for \$745,200 per person/\$2,000,000.00 aggregate, and d) Property Damage for \$100,000.00 with insurance companies satisfactory to Lessor. Except in the case of self insurance, such policies shall (y) name Lessor (and, if Lessor requests at any time, any successor of Lessor or Assignee (as defined in Section 17 of this Agreement)) as loss payee and as additional insured for liability insurance, and (z) provide that Lessor (and any successor of Lessor or Assignee) shall receive notice at least 30 days before coverage lapses or is canceled or materially changed. Lessee shall promptly provide to Lessor evidence of insurance coverage prior to the receipt of the Vehicle by Lessee and every twelve (12) months thereafter, or as may otherwise be reasonably requested by Lessor. Lessee shall direct its insurance company to issue all checks to Lessor for loss or damage to a Vehicle unless such check is made payable to a repair facility for repair work done on such Vehicle.

7. **MAINTENANCE & REPAIRS:** Lessee shall keep and maintain the Vehicle in good operating condition and working order, using as a guide the maintenance program prescribed in the Operator's Manual provided with the Vehicle, and shall perform all maintenance services required or recommended for such Vehicle at the intervals specified in the Operator's Manual provided with such Vehicle.

Lessee shall be responsible for the cost of all gasoline or diesel fuel, oil, lubrication, replacement parts, and all washing, polishing, towing, and storage, to the extent necessary to maintain the Vehicle in good operating and marketable condition. Lessee shall maintain the proper oil, battery, and coolant levels and protection against freezing of the Vehicle radiators and engines. Lessee will not alter or adjust the odometer, emission control equipment, or any items that may nullify the manufacturer's warranty on the Vehicle.

Lessee shall pay for all repairs and maintenance items not covered by the manufacturer's warranty. Lessor shall not be responsible to bear the cost of any repairs or maintenance unless the Lessee has paid a separate maintenance and/or warranty cost as part of this Agreement, regardless of the Lessee's position or assertion that a repair or other item should have been covered by a manufacturer warranty.

Lessee shall notify Lessor in writing within 7 days of the occurrence of an event involving any Vehicle that results in damage which in any manner may adversely impact the ultimate resale value of same. This shall include damage that may be considered "frame" damage. Estimates for repairs to frame or Vehicle substructure shall be provided to Lessor by Lessee as received. Lessor may require Lessee to payoff a Vehicle in full if damaged in such a manner. All repairs which exceed a cost of \$3,000 shall be disclosed to Lessor by Lessee within (7) days. Lessor may require payoff of any Vehicle which is deemed in Lessor's sole discretion to have become significantly and/or adversely

affected by damage sustained. Lessor may also, at the sole discretion of Lessor, permit a new lease to be written for any Vehicle affected by this provision allowing for a full payout of same over a term that Lessor shall stipulate.

8. **USE, LOCATION AND CONTROL.** The Vehicle shall be used and operated by Lessee only in the ordinary conduct of the regular business of Lessee and in accordance with all applicable operating instructions, and applicable governmental laws, rules and regulations. Lessee shall cause the Vehicle to be possessed and operated only in the United States of America. In order to confirm Lessee's compliance with its obligations under this Agreement, Lessee shall allow Lessor and its Assigns to physically inspect any Vehicle under lease anywhere it may be located from time to time, during reasonable hours without notice. Lessee shall not use the Vehicle, or permit any other person or entity to use the Vehicle, or any part of the Vehicle, for any purpose or in any manner other than that for which the Vehicle was designed. Lessee shall indemnify, defend, and hold Lessor harmless for any injuries and or damages that shall occur as a result of any illegal or non-recommended usage (in Lessor's reasonable opinion). If, as a result of such illegal or non-recommended usage, a Vehicle becomes damaged beyond reasonable repair (in Lessor's reasonable opinion), Lessee shall promptly pay Lessor in full the Settlement Amount.

9. **PURCHASE OPTION.** At any time after the Minimum Term specified on the applicable Schedule, if Lessee is not in default, it shall have a purchase option (the "Purchase Option"), whether at the end of the Lease Term or in the event of an Early Termination, as defined in Section 10, which may be exercised by Lessee giving Lessor written notice of such exercise and by paying Lessor the following settlement amount ("Settlement Amount") within seven (7) days of such notice:

- (i) The Residual Value as determined by Lessor as stated in the Schedule; plus
- (ii) Any past due installment or Rent; plus
- (iii) Any interest, late charges, or other amounts due under this Agreement; plus
- (iv) Any fees and taxes imposed in connection with the purchase; plus
- (v) The Premature Termination Factor specified on the Schedule times the number of remaining annual installments of Rent.

10. **EARLY TERMINATION.** At any time after the Minimum Term and before the end of the Lease Term specified in a particular Schedule, Lessee may terminate the lease of any Vehicle leased under such Schedule provided Lessee is not in default (an "Early Termination").

In the event of an Early Termination, Lessee shall do one of the following: (i) purchase the Vehicle, or (ii) surrender the Vehicle to Lessor.

- i. **Early Termination/Purchase of Vehicle.** If Lessee elects to purchase a Vehicle with respect to an Early Termination, it shall pay Lessor the Settlement Amount as defined in Section 9 above.
- ii. **Early Termination/Surrender of Vehicle.** If Lessee elects to surrender a Vehicle to Lessor prior to the end of the Lease Term, for any cause, Lessee shall be responsible to pay Lessor any shortfall between the Settlement Amount and the net proceeds received by Lessor from the sale of such Vehicle, together with any

disposition fee as indicated on the Schedule, not later than seven (7) days subsequent to such sale.

11. SCHEDULED TERMINATION AND LESSEE'S RESPONSIBILITY. At the end of the Lease Term Lessee shall do one of the following: (i) purchase the Vehicle, or (ii) surrender the Vehicle to Lessor if scheduled as a 'Net closed-end Lease.

- i. Purchase of Vehicle. If Lessee elects to purchase a Vehicle, it shall pay Lessor the Settlement Amount as defined in Section 9 above.
- ii. Surrender of Vehicle. If Lessee elects to surrender a Vehicle to Lessor, Lessee shall be responsible to pay Lessor any shortfall between the Settlement Amount and the net proceeds received by Lessor from the sale of such Vehicle, together with any disposition fee as indicated on the Schedule, not later than seven (7) days after notification of such deficiency; The Lessor shall use its best efforts to avoid any shortfall by contacting not less than three (3), dealers before declaring a shortfall.

In the event any Vehicle is held by Lessee beyond the scheduled Termination Date, Lessee shall continue to pay Rent as specified on the applicable Schedule. In the event Lessee retains any Vehicle for more than ninety (90) days beyond the Termination Date, a fee of \$25.00 per month shall be added to the Rent of such Vehicle, regardless of whether Lessor has notified Lessee of the lease termination. Lessor is not obligated to permit Lessee to retain any Vehicle listed on any Schedule beyond its specified Termination Date. Lessor may also elect to designate that certain Vehicles covered in this Agreement shall be returned to Lessor exclusively at Lessor's option. Lessee shall be ultimately responsible to pay Lessor the Settlement Amount regardless of how the Vehicle is disposed of at the lease termination.

12. OWNERSHIP, LIENS, LICENSING, TITLING. The Vehicles are and shall at all times be the property of Lessor. Lessee shall have no right, title, or interest in any of the Vehicles except as a lessee and as set forth in this Agreement and the Schedule relating to each Vehicle. No provision of this Agreement or of any Schedule shall be construed as conveying to Lessee any interest in the Vehicles other than as a lessee. Lessee shall keep all Vehicles, all Schedules, and this Agreement free and clear of all liens, charges, claims and other encumbrances other than as specifically approved by Lessor in writing. In the event Lessor shall release Vehicle title, Manufacturer's Certificates of Origin, and/or licensing documents to Lessee, Lessee's agents, auctions, and/or State titling authorities for purposes other than a sale event after which Lessor is paid in full, Lessee shall be responsible to handle such documents in a manner to protect the interest of Lessor as owner. If transfer of title or licensing is not completed to the satisfaction of Lessor for any reason within forty-five (45) days of release of title or ownership document, Lessor may require Lessee to pay Lessor the full value of the Vehicle in funds as directed by Lessor. In the event Lessee shall fail to record the Lessor's ownership interest, shall fail to record lien information on state applications as directed by Lessor, or if Lessee fails to properly license and title a Vehicle in the opinion of Lessor, Lessee shall immediately upon notice received, facilitate proper corrections to all records through appropriate state agencies, at the Lessee's expense. Lessee expressly agrees to expeditiously process all license & titling transactions pertaining to Vehicles leased under this Agreement and

the Schedules hereto to protect the interests of ownership parties. In the event that any Vehicle shall be sold by Lessee or Lessee's representative, Lessee hereby guarantees payment in full of all amounts owing under this Agreement within (7) seven days of sale event. In the event Lessor shall deem a Vehicle to be improperly licensed and/or titled, Lessor may cause a correction to be affected, in which case Lessee shall be responsible for all reasonable costs related thereto, together with a \$50.00 handling fee per correction.

13. NO LESSOR WARRANTIES. LESSOR LEASES EACH VEHICLE "AS IS" AND LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. LESSEE WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) LESSEE MIGHT HAVE, NOW OR IN THE FUTURE, AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES), OR EXPENSE WITH RESPECT TO OR ARISING OUT OF THE USE OF ANY VEHICLE. LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, OR MANUFACTURE THE VEHICLE AND THAT LESSEE SELECTED THE VEHICLE BASED UPON ITS OWN JUDGMENT, AND LESSEE EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY STATEMENT MADE BY LESSOR OR ITS AGENTS REGARDING THE VEHICLES.

Lessor assigns to Lessee, and Lessee shall have the benefit of, any and all manufacturer's warranties, with respect to the Vehicle; provided, however, that the sole remedy of Lessee for the breach of any such warranty, indemnification, or service agreement shall be against the manufacturer of such Vehicle and not against Lessor, nor shall any such breach have any effect whatsoever on the rights and obligations of Lessor or Lessee under this Agreement or any Schedule.

14. RISK OF LOSS/CASUALTY VALUE. Upon the delivery of the Vehicle to Lessee, Lessee shall bear the entire risk of any and all damage, destruction and or loss to Vehicle. As provided above in Section 4 of this Agreement, no such damage, destruction or loss shall excuse or relieve Lessee of the duty to pay Rent or to perform any other obligation under this Agreement or any Schedule. In the event any Vehicle leased under this Agreement shall become stolen, impounded, levied upon in any manner, or damaged beyond reasonable repair, including Vehicles which have significant structural damage and Vehicles which have been damaged and repaired in a substandard manner (in Lessor's sole judgment)) such Vehicle shall be purchased by Lessee not later than 30 days subsequent to such occurrence pursuant to the terms of Section 9 above. Any Vehicles which fall into this category must be reported to Lessor in writing within 72 hours of Lessee becoming aware of such circumstance.

15. GENERAL INDEMNIFICATION. Lessee shall indemnify and hold harmless Lessor, its successors and assigns, and the officers and employees of Lessor from and against any damage, loss, theft, or destruction of any Vehicle, and against all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every kind and nature, whether or not covered by insurance, including legal fees, and disbursements arising out of and in connection with the use, condition or operation of Vehicles pursuant to this Agreement. Without limiting the generality of the foregoing, Lessee shall promptly pay and resolve all parking citations, fines, assessments, impoundments, impound fees, traffic citations, arrests, seizures, towing charges, storage charges, and all other fees and costs, including, without limitation, late charges, .

finer, interest and attorney's fees related to the use and operation of the Vehicles. In the event Lessee fails to timely pay or resolve any such items, Lessor may assess Lessee a late charge of Fifty Dollars (\$50.00) for each such occurrence. Lessee shall give Lessor, its successors or assigns prompt notice of any occurrence, event or condition in connection with which Lessor, its successors or assigns may be entitled to indemnification pursuant to the provisions of this Section 15. The provisions of this Section 15 shall survive the termination of this Agreement and of any Schedule.

16. NO SUBLEASE OR ASSIGNMENT; MERGER,

a) IF LESSEE IS IN THE BUSINESS OF RENTING VEHICLES TO RETAIL CUSTOMERS, LESSEE MAY LEASE VEHICLES IN THE ORDINARY COURSE OF ITS VEHICLE RENTAL BUSINESS TO INDIVIDUAL CUSTOMERS. LESSEE SHALL NOT OTHERWISE SUBLEASE, ASSIGN OR IN ANY WAY DISPOSE OR RELINQUISH CONTROL OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT OR ANY SCHEDULE WITHOUT THE EXPRESS WRITTEN CONSENT OF LESSOR, WHICH MAY BE WITHHELD IN LESSOR'S SOLE DISCRETION.

b) Except upon the express written consent of Lessor, Lessee shall not: (i) enter into any transaction of merger or consolidation or any commitment with respect thereto; (ii) permit any substantial change in the ownership or control of the capital stock of Lessee; or (iii) change the form or organization of the business of Lessee.

17. LESSOR ASSIGNMENT. Without notice to Lessee, Lessor may assign or sell its interest in, grant a security interest in, or otherwise transfer, in whole or in part to any person or entity (each such person or entity an "Assignee"), this Agreement, one or more Schedules, any or all of the Vehicles or any of its rights, interests or obligations with respect thereto, including, without limitation, all Rent and other sums due or to become due under any Schedule to one or more persons or entities. Upon notice thereof from Lessor (as provided in Section 27(e) below), Lessee shall pay Rent to an Assignee. Lessee acknowledges that any such assignment or transfer by Lessor will not materially impair Lessee's prospect of obtaining return performance by Lessor, materially change Lessee's duties or obligations under this Agreement or any affected Schedule, nor materially increase the burdens or risks imposed on Lessee, and Lessee further agrees that any such assignment or transfer shall be permitted even if the same could be deemed to materially affect the interests of Lessee. LESSEE SHALL NOT ASSERT AGAINST ANY ASSIGNEE ANY CLAIM, DEFENSE, COUNTERCLAIM OR SET-OFF THAT LESSEE MAY AT ANY TIME HAVE AGAINST LESSOR.

18. PROVISIONAL SECURITY AGREEMENT. This Agreement and all the Schedules are intended by the Parties to be a "lease" as that word is used and defined in Utah Code Ann. Section 70A-2a-103(1-(j)) and as that term is used and defined in the Utah Uniform Commercial Code, Utah Code Ann., Title 70A, Chapters 1 through 11, as amended. Further, this Agreement and all the Schedules are intended by the Parties to be a "true lease" and not a disguised sale. In the event that it is determined at any time in any legal proceeding that any Vehicle is not subject to a true lease and or that the ownership, or title to any, of the Vehicles is not held by and or in Lessor, then Lessee herewith grants to Lessor a security interest in all the

Vehicles subject to this Agreement and every Schedule (and any and all amendments thereto) and all proceeds thereof to secure the performance of all obligations of whatever kind or nature due by Lessee to Lessor under this Agreement and every Schedule. Lessee also agrees to execute any and all documents including but not limited to all security agreements and financing statements, and to take whatever other actions are requested and or required by Lessor to perfect and to continue Lessor's security interest in and to the Vehicles.

19. EVENTS OF DEFAULT. Each of the following shall constitute an "Event of Default."

- a) Lessee fails to make any payment of Rent or of any other amount payable by Lessee when due plus any applicable grace period pursuant to this Agreement or any Schedule, regardless of whether or not Lessor provides notice of such default;
- b) Lessee fails to perform or observe any other term, covenant or condition of this Agreement or of any Schedule or any other agreement with Lessor and such failure shall continue for a period of five (5) calendar days;
- c) Any representation or warranty made by Lessee to Lessor in this Agreement, or in any Schedule or in any other writing or material provided by Lessee shall be false or misleading at any time in any material respect;
- d) Lessee ceases doing business as a going concern or transfers all or a substantial part of its assets; or Lessee becomes or is adjudicated insolvent or bankrupt, admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors; or Lessee applies for, or consents to, the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer is appointed without the consent of Lessee; or Lessee institutes any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction, or any such proceeding is instituted against Lessee and is not dismissed within thirty (30) days; or any judgment, writ warrant or attachment or execution of similar process is issued or levied against a substantial part of Lessee's property and remains unsatisfied for thirty (30) days; or Lessee has its articles of incorporation, charter or right to do business in any state revoked, suspended, terminated or otherwise changed; or
- e) Lessor reasonably deems itself to be insecure.
- f) Lessee shall promptly notify Lessor of the occurrence of any Event of Default.

20. REMEDIES. Upon the occurrence of any Event of Default, Lessor may, without notice to Lessee, exercise any one or more of the following remedies, as Lessor in its sole discretion may elect:

- a) Upon the demand of Lessor, Lessee shall promptly, and, at the sole cost and expense of Lessee, return the Vehicles to such location or locations as Lessor shall designate;
- b) Upon the demand of Lessor, Lessee shall immediately pay to Lessor an amount equal to the total of all Rents and other amounts due and to become due under this Agreement and all applicable Schedules;
- c) Repossess any Vehicle under this Agreement according to applicable law, including by going onto Lessee's property to peacefully repossess such Vehicle, with or without the aid of a sheriff or constable, provided that any such repossession shall not release Lessee from its obligations under this Agreement;
- d) Upon notice to Lessee, Lessor may collect directly from Lessee's renters, if any, all payments owed to Lessee with respect to Vehicles leased hereunder, and Lessee shall cooperate with such collection, including, without limitation, immediately giving Lessor access to all client Vehicle rental documents;
- e) Upon notice to Lessee, Lessor may terminate this Agreement and any or all Schedules, sue to enforce Lessee's performance thereof, and/or exercise any other right or remedy then available to Lessor at law or in equity;
- f) Lessor may hold all funds from the disposition of Vehicles as security for performance of all of Lessee's obligations under this Agreement until six months after the last Vehicle leased by Lessee is sold, and such funds shall be applied by Lessor in due course to satisfy such obligations; and
- g) Lessor may exercise all rights and remedies of a lessor under Article 2a of the Uniform Commercial Code as adopted in the State of Utah, as Lessor may from time to time elect.

The exercise of any of the foregoing remedies by Lessor shall not constitute a termination of this Agreement or any Schedules unless Lessor expressly so notifies Lessee in writing. No failure or delay on the part of Lessor to exercise any right or remedy of Lessor under this Agreement shall operate as a waiver. No express or implied waiver by Lessor of any one Event of Default shall constitute a waiver of any other Event of Default by Lessee or a waiver of any right of Lessor. No remedy referred to in this Section 20 is intended to be exclusive, but each shall be cumulative and concurrent, and shall be in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. In addition to the above, and in any event, Lessee shall be liable for all costs, damages and expenses incurred by Lessor by reason of the occurrence of any Event of Default or the exercise of any remedy by Lessor, including, but not limited to, all attorneys' fees and costs, including on appeal, whether or not court proceedings are brought, costs related to the repossession, storage, repair and disposition of the Vehicles, and all incidental and consequential damages.

21. LESSOR'S RIGHTS ON LESSEE'S FAILURE TO PAY. In the event that Lessee fails to pay or otherwise perform any obligation due by Lessee under this Agreement or any Schedule, Lessor may, but shall not be obligated to, pay such amounts or perform such obligations for the account of Lessee without thereby waiving Lessor's right to declare an Event

of Default. In any such event, Lessee shall immediately upon demand reimburse Lessor for any such costs and expenses incurred by Lessor.

22. **QUIET ENJOYMENT.** Lessor covenants that Lessee shall quietly possess the Vehicles if, and so long as, Lessee performs all obligations due by Lessee under this Agreement and all Schedules.

23. **LESSEE REPRESENTATIONS.** Lessee represents and warrants to Lessor that (a) Lessee is a body corporate and politic duly organized, validly existing and in good standing under the laws of the state of its incorporation; (b) Lessee will authorize the signing, delivery, and performance of each Schedule before signing it; (c) when fully executed and delivered, this Agreement and each Schedule will be a legal, valid and binding agreement of Lessee, enforceable against Lessee in accordance with its terms subject to applicable bankruptcy and other laws, and will not violate or create a default under any law, rule, regulation, judgment, order, instrument, agreement, or charter document binding on Lessee or its property; (d) no consent or approval of, notice to, or filing with any governmental authority is required for Lessee to sign, deliver or perform this Agreement and each Schedule other than may be required to file financing statements; (e) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessee, nor is Lessee in default under any material loan, lease or purchase obligation; and (f) all information furnished and to be furnished by Lessee to Lessor is and will be true and correct and complete; and (g) all financial statements regarding Lessee furnished and to be furnished by Lessee to Lessor have been and will be prepared according to generally accepted accounting principles.

24. **FINANCIAL AND OTHER INFORMATION.** Lessee shall furnish to Lessor, at the sole cost and expense of Lessee: (a) upon request, but at least annually, a copy of such financial information of Lessee as may be reasonably requested by Lessor, certified by signature of the principal financial officer of Lessee and in form reasonably acceptable to Lessor within ninety (90) days after the last day of the applicable month; (b) a bi-annual updated fleet list containing Vehicle identification number, year, make, model, and last known odometer reading; (c) annual audited or reviewed financial statements within ninety (90) days after the end of Lessee's fiscal year; and (d); such additional information concerning Lessee as Lessor may reasonably request from time to time including, without limitation, documents normally reviewed as part of an audit, and Lessee's fleet rental documents. Lessee shall notify Lessor within ten (10) days after any material adverse change in Lessee's financial condition. Lessor shall have the right, at Lessors sole expense, to hire auditors to audit, inspect, and copy the books and records of Lessee with respect to Lessee's business activities with or without advance written notice by Lessor to Lessee. Lessee shall cooperate with Lessor in providing Lessor's auditor's reasonable access to all of its books and records during normal business hours for this purpose.

25. **SECURITY DEPOSIT.** Lessee may be required to provide Lessor with a security deposit (the "Security Deposit") for the faithful performance by Lessee of all of the terms, covenants and conditions required to be performed by Lessee hereunder. If a Security Deposit is required, Lessor and Lessee shall execute and deliver an addendum to this Agreement which shall set forth the terms and conditions of the Security Deposit and shall be a part of this Agreement. Lessor and Lessee may modify or amend the terms and conditions of the Security

Deposit by executing additional addenda to this Agreement which shall likewise become a part of this Agreement.

26. FURTHER ASSURANCES. Upon the request of Lessor, Lessee shall promptly deliver to Lessor all such documents and instruments as Lessor deems reasonably necessary or advisable to protect all of the rights, title and interests of Lessor in any of the Vehicles, the Schedules and/or this Agreement including, but not limited to, fully executed certificates of Vehicles acceptance, financing statements, certified resolutions of Lessee's governing body, incumbency certificates, opinion of counsel for Lessee, estoppel certificates, fixture filings and certificates evidencing the insurance required in Section 6 of this Agreement.

27. MISCELLANEOUS.

- a) Entire Agreement. The Parties acknowledge that there are no agreements or understandings, written or oral, between the Parties with respect to any of the Vehicles, other than as set forth herein and in each Schedule and that this Agreement and each Schedule contains the entire agreement between the Parties with respect thereto.
- b) Signature for Lessee. Lessor may sign all financing statements for Lessee as Lessor may deem appropriate for filing at any time and in any place to protect the rights and interests of Lessor in any of the Vehicles and in any of the Schedules and in this Agreement.
- c) No Waiver. To the full extent permitted by applicable law, Lessee hereby waives all rights of Lessee under any provision of law now or hereafter in effect which might limit or modify or otherwise render unenforceable in any respect, any remedy or other provision of this Agreement or any Schedule. No delay by Lessor in exercising any right, power or remedy under this Agreement or any Schedule shall constitute a waiver, and any waiver by Lessor on any one occasion or for any one purpose shall not be construed as a waiver on any future occasion or for any other purpose and specifically, by way of example only, acceptance by Lessor or any Assignee of any payment of Rent after the date any such payment is due shall not constitute a waiver or remedy of any Event of Default arising out of the failure of payment except as may be expressly waived in writing by Lessor.
- d) Binding Nature. This Agreement and every Schedule shall be binding upon, and shall inure to the benefit of Lessor, Lessee, and their respective successors, legal representatives, and assigns.
- e) Notices. Any notice, request, or other communication to either of the Parties shall be in writing and shall be deemed received no later than the day that is (i) three (3) business days after deposit in the United States mail by registered or certified mail, return receipt requested, postage prepaid, (ii) the day after notice is deposited with Federal Express or other nationally recognized overnight courier service, or (iii) the same day notice is delivered by hand delivery to an officer or manager of such Party. Each Party may change its address by like notice stating its new address to the other.

- f) **Applicable Law.** This Agreement and all Schedules shall be considered executed, and delivered in the State of Utah and shall be governed and construed for all purposes under and in accordance with the laws of the State of Utah without application of the conflict of laws provisions thereof.
 - g) **Resolution of Disputes.** Any controversy or dispute between the Parties with respect to this Agreement or any Schedule or any of the Vehicles shall be resolved, in the discretion of Lessor, in a court of competent jurisdiction sitting in Salt Lake County, Utah, in Lessee's state of incorporation or domicile, or in any state where a Vehicle is located (the "Designated Forum"), and Lessee herewith consents to and submits itself to the jurisdiction of such courts in the Designated Forum. In addition, and separately, any such controversy or dispute may be referred to mediation at the sole direction and election of Lessor at such place and under such procedures as the parties agree to.
 - h) **Severability.** In the event any one or more of the provisions of this Agreement or any Schedule shall for any reason shall be held invalid, illegal, or unenforceable, the remaining provisions of this Agreement or any Schedule shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable, valid, legal, and enforceable provision which comes closest to the intention of the Parties underlying the invalid, illegal, or unenforceable provision
 - i) **Claims.** Any claim by Lessee against Lessor for any breach by Lessor of any obligation of Lessor under this Agreement or any Schedule shall be commenced in a court of competent jurisdiction located in Salt Lake County, State of Utah within one (1) year after such claim accrues.
 - j) **Additional Matters.** Section headings are for convenience only and are not substantive terms or conditions of this Agreement.
 - k) **Power of Attorney.** Lessee hereby authorizes Lessor to act as Agent and Attorney-in-Fact for Lessee, in all matters pertaining to the ordering management, and application for purchase, title, registration, license, and/or renewal as well as transfer of license plates, and/or filing of the lien for the motor vehicle(s).
28. **CERTIFICATION.** Lessee hereby certifies, under penalty of perjury as follows:
- a) Lessee intends that more than fifty percent (50%) of the use of the Vehicles subject to this Agreement will be in the Lessee's trade or business, including the Lessee's normal operations as a municipality;
 - b) Lessee has been advised that Lessee will not be treated as the owner of the Vehicles subject to this Agreement for Federal income tax purposes;
 - c) No term or provision of this Agreement or any Schedule shall be amended, altered, waived, discharged, or terminated except in writing signed by the Parties

in compliance with Section 2A-208(2) of the Uniform Commercial Code requiring a separate signature of such provision;

- d) The individual(s) executing this Agreement or any Schedule on behalf of the Lessee hereby warrant(s) that he/she/they has the requisite authority to execute this Agreement on behalf of the Lessee and that the Lessee has agreed to be and is bound hereby; and
- e) Lessee is a "Political Subdivision" as defined in Utah Code Ann. § 63G-7-102(8). Pursuant to Utah Code Ann. § 63G-7-301, this Agreement, including any Schedule, is a contractual obligation for which any and all governmental immunity is waived for any and all claims against Lessee arising out of this Agreement and any Schedule, and no separate or special demands or notifications need be made which are otherwise required when Lessee is immune.

29. AFFIDAVIT OF AUTHORITY. THE UNDERSIGNED AFFIANT, being first duly sworn, deposes and says

- a) I herewith certify that I have duly followed all procurement and purchasing policies and procedures and I have been duly authorized by _____ County, the aforesaid political subdivision, consistent with the applicable laws, ordinances, rules, and regulations governing the granting of such authority to make, execute, and deliver the Master Lease Agreement, or a Schedule thereto, to Horsepower Fleet Leasing LLC, a Utah limited liability company, as the valid, binding, and enforceable agreement and undertaking of the aforesaid political subdivision.
- b) I do further certify that Lessor shall have the power and authority to establish a deposit account with an Assignee (as such term is defined in the Master Lease Agreement) in the name of _____ County, obtain advances from the Assignee for the purpose of purchasing any Vehicle or equipment described in the Master Lease Agreement and to make such withdrawals of such advances from the deposit account to purchase such Vehicle or equipment.
- c) I do further certify that the following persons, whose sample signatures are provided below, are also authorized persons empowered and authorized by the applicable laws, rules, and regulations governing the granting of such authority to make, execute, and deliver the Master Lease Agreement, or a Schedule thereto, to Horsepower Fleet Leasing LLC, as the valid, binding, and enforceable agreement and undertaking of the aforesaid political subdivision, to wit:

NameOfficeSignature

This Lease, terms of which have been freely negotiated by each party, which are made a part here of and which you acknowledge having read and accepted.

FURTHER AFFIANT sayeth not.

DATED this ____ day of _____, 2020.

Lessor:

Horsepower Fleet Leasing, LLC.

Lessee:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

WITNESS:

Name: _____

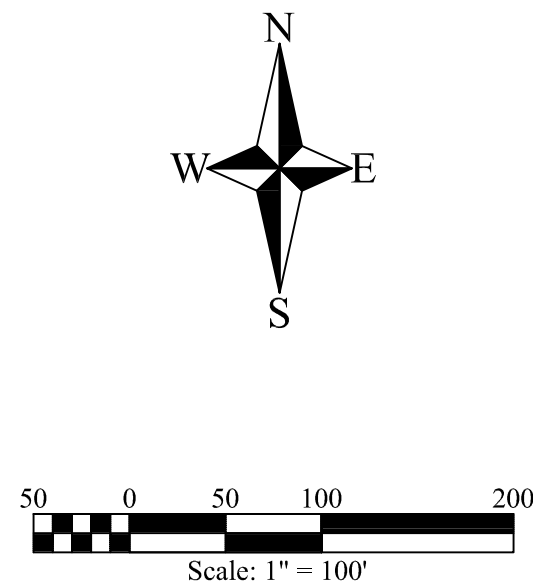
Title: _____

SUBSCRIBED AND SWORN to before me, a Notary Public of the State of Utah, this ____ day of _____, 20____.

Notary Seal

Notary Public

Lessee	VIN	Make	Year	Model
San Juan County	1FTEW1EP4LKD24416	Ford	2020	F150
San Juan County	1FM5K8HC2LGB29023	Ford	2020	Explorer
San Juan County	1GNSKJKC1LR205110	Chevrolet	2020	Suburban
San Juan County	1FTEW1E43LKD18337	Ford	2020	F150
San Juan County	1FTEW1E49LKD39466	Ford	2020	F150
San Juan County	1GNSKCKJ5LR220574	Chevrolet	2020	Tahoe
San Juan County	1FT8W3BT4LEC30724	Ford	2020	F350
San Juan County	1FT7W2BT5KEG52425	Ford	2019	F250
San Juan County	1FT7W2BT4KEG52416	Ford	2019	F250
San Juan County	1FT7W2BT1KEG52406	Ford	2019	F250
San Juan County	1FT7W2BT2KEF81023	Ford	2019	F250
San Juan County	1FM5K8GT4KGA41235	Ford	2019	Explorer
San Juan County	1FT8W3BTXLEE22178	Ford	2020	F350
San Juan County	3C63RRJL9KG642495	Ram	2019	3500



Final Plat

Deer Haven Park Subdivision

Amendment No. 6

Within Sections 20 and 21, T28S, R25E, SLB&M

Notes

It is intended that the "new" portion of Cottontail lane shown hereon become a public easement across Lot 17 such that Lot 17 remain a complete lot and not split by a tract under separate ownership.

Narrative

The purpose of this survey was to amend the Deer Haven Park Subdivision by removing Lot 20 from the subdivision and changing the location of Cottontail Lane such that it is located along the county road and not across the south of Lot 17. It appears Amendment 4 was skipped for this subdivision, nevertheless, this amendment is No. 6.

The basis of bearings for this survey is N89°43'00"E between the S¼ corner and southeast corner of Section 20, Township 28 South, Range 25 East, SLB&M. This is in accordance with the basis of bearings for the original Deer Haven Subdivision Survey.

Lot 14
Sticks
(943-947)

Lot 20
Teague Eskelson
(804-526)
9.6 Acres±

Lot 20 to be
removed (vacated)
from subdivision
per this amendment

Brynes/Petosa Tract
(941-003)

Eskelson/Ballantyne Tract
(823-408)

Descriptions

Record Subdivision Boundary Description per Original Subdivision Plat

Beginning at the northwest corner of Section 21, T28S, R25E, SLB&M, running thence N89°00'43"E 1284.51 feet; thence S00°40'54"E 2664.98 feet; thence S89°45'44"W 1302.96 feet; thence S89°27'24"W 1335.81 feet; thence N00°08'15"W 2655.84 feet; thence N89°47'22"E 1329.06 feet to the point of beginning, containing 160.02 acres more or less.

Subdivision Boundary per this "Amendment 6" (Less Lot 20)

A tract of land within Sections 20 and 21, Township 28 South, Range 25 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:
Beginning at the northwest corner of said Section 21; thence N89°00'43"E 1284.51 feet; thence S00°40'54"E 1995.21 feet; thence S89°59'59"W 618.50 feet; thence S00°00'02"W 672.32 feet; thence S89°54'44"W 676.48 feet; thence S89°27'24"W 1335.81 feet; thence N00°08'15"W 2655.84 feet; thence N89°47'22"E 1329.06 feet to the point of beginning, containing 150.43 acres more or less.

Surveyor's Certificate

I Brad D. Bunker, Professional Utah Land Surveyor, Number 4769309, hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described hereon in accordance with section 17-23-17. I hereby certify all prepared descriptions and measurements are correct. Monuments will be set as noted hereon. I also certify that this record of survey has been prepared under my direction at the request of Teague Eskelson.

Brad D. Bunker Utah P.L.S. #4769309

9/8/2020
Date

San Juan County Surveyor

I have reviewed this plat and find it to meet the minimum statutory requirements of Utah Code, Title 17, Chapter 23 Utah Code, Title 17, Chapter 27a-6 SJC Subdivision Ordinance Amended April, 2016

SJC Surveyor

Date

Health Department

Approved this _____ Day of _____, 20____

Health Official

Form Approval

Approved this _____ Day of _____, 20____

Attorney

County Recorder

State of Utah, County of San Juan, Recorded at the request of _____

Filed : Date: _____ Time: _____

Book: _____ Page: _____ Fee: _____

County Recorder

Final Plat

Deer Haven Park Subdivision Amendment No. 6

Within Section 20 & 21, Township 28 South, Range 25 East, SLB&M

Acknowledgement

State of Utah, County of San Juan, on the _____ Day of _____, 20____, personally appeared before me _____ and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she/they) executed the same freely and voluntarily for the purposes stated herein.

My commission expires _____ 20____ County _____ Notary Public _____ Residing in _____

Acknowledgement

State of Utah, County of San Juan, on the _____ Day of _____, 20____, personally appeared before me _____ and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she/they) executed the same freely and voluntarily for the purposes stated herein.

My commission expires _____ 20____ County _____ Notary Public _____ Residing in _____

Owners Dedication

Know all men by these presents that we, the undersigned owners of Lot 20, having caused the same to be vacated hereafter to be known as Lot 17 of the Deer Haven Park Subdivision Amendment No. 6, and do hereby dedicate a public roadway easement through Lot 17 as shown hereon and understand and agree that San Juan County does hereby vacate the existing roadway as shown hereon.

In witness whereof I have hereunto set my hand this _____ Day of _____, 20____

By: _____ Teague Eskelson Owner
By: _____ Lisa Ballantyne Owner
By: _____ Timothy W. Buckingham Owner
By: _____ Sherrie L. Buckingham Owner

San Juan County Commission

The amendment hereon was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved.

Commissioner

San Juan County Planning Commission

Approved by the San Juan County Planning Commission this _____ Day of _____, 20____

Chairman

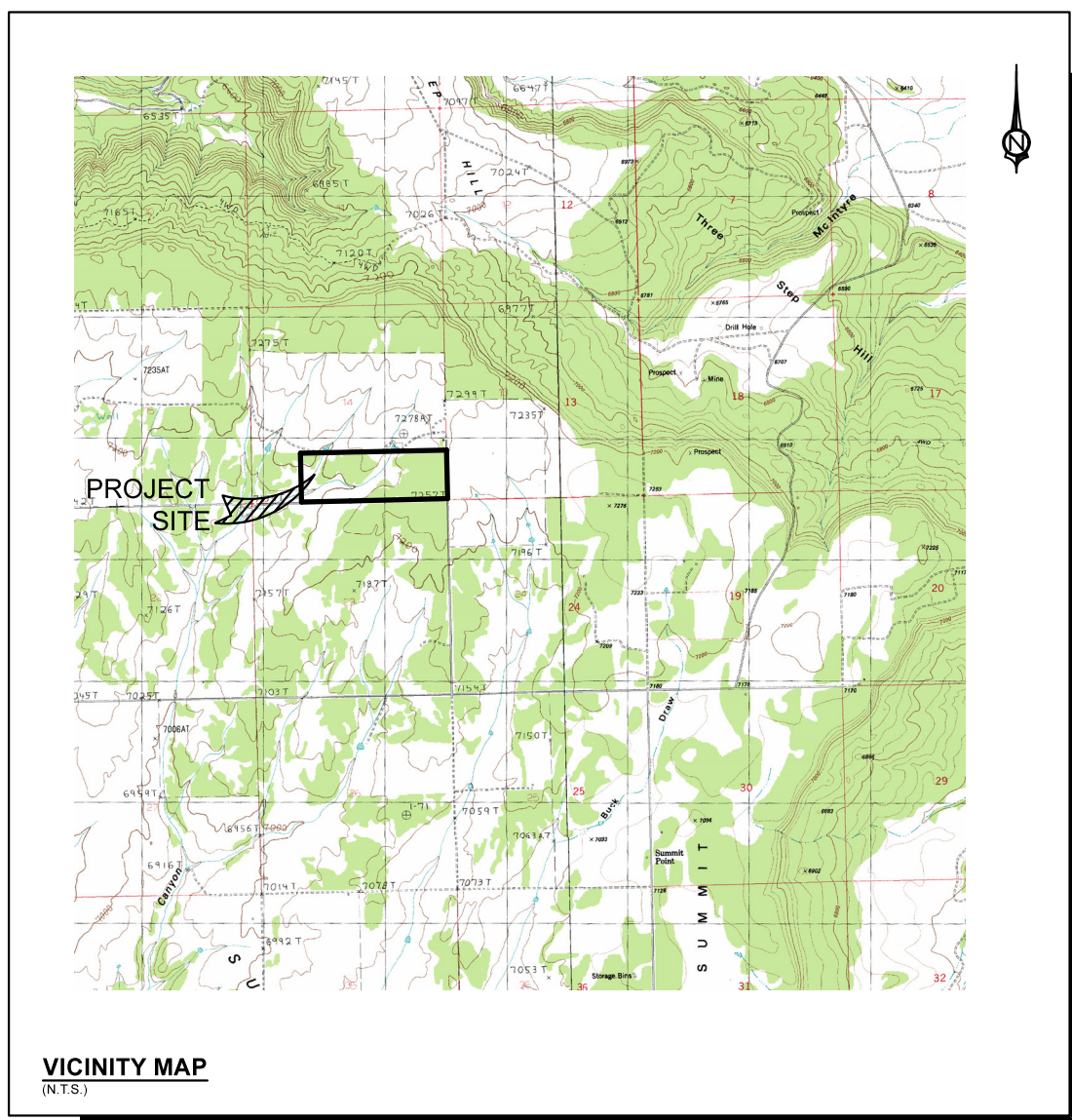
Bunker Engineering

965 South Creek Road, Monticello, UT 84535
P.O. Box 432, Monticello, UT 84535 (435) 459-9152

Date: 9/8/2020 Drawn By: B.D. Bunker Scale: 1" = 100'

Drawing Name: Survey Reference Number: BE989

Sheet: 1 of 1



FINAL PLAT OF
DOUBLE R RANCH

AMENDING & VACATING LOT 1, DYKE SUBDIVISION
A SUBDIVISION LOCATED WITHIN
SECTION 14, TOWNSHIP 31 SOUTH, RANGE 25 EAST,
SALT LAKE BASE AND MERIDIAN

SURVEYOR'S CERTIFICATE

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the state of Utah and that I hold license no. 7540504. I further certify that a land survey was made of the property described below, and have subdivided said tract of land into lots hereafter to be known as:

DOUBLE R RANCH

and that same has been correctly surveyed and staked on the ground as shown on this plat.

Lucas Blake
License No. 7540504

Date

BOUNDARY DESCRIPTION

Commencing at the South Quarter corner of Section 14, Township 31 South, Range 25 East, Salt Lake Base and Meridian, thence South 89°58'21" West 1318.36 feet, thence North 00°04'03" East 25.00 feet to the point of beginning, said point also being the southwest corner of Lot 1, of the Dyke Subdivision, and proceeding thence North 00°04'03" East 1295.36 feet to the northwest corner of Lot 1, of the Dyke Subdivision; thence North 89°57'48" East 1318.35 feet; thence North 89°57'47" East 1267.50 feet; thence South 00°04'24" West 1295.78 feet; thence South 89°58'21" West 2585.72 feet to point of beginning, having an area of 76.91 acres.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, together with easements as set forth to be hereafter known as

DOUBLE R RANCH

The undersigned owners hereby convey to any and all public utility companies a perpetual easement over the utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities.

TERRY R. ROUSH

NANCY M. ROUSH

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } s.s.

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME,

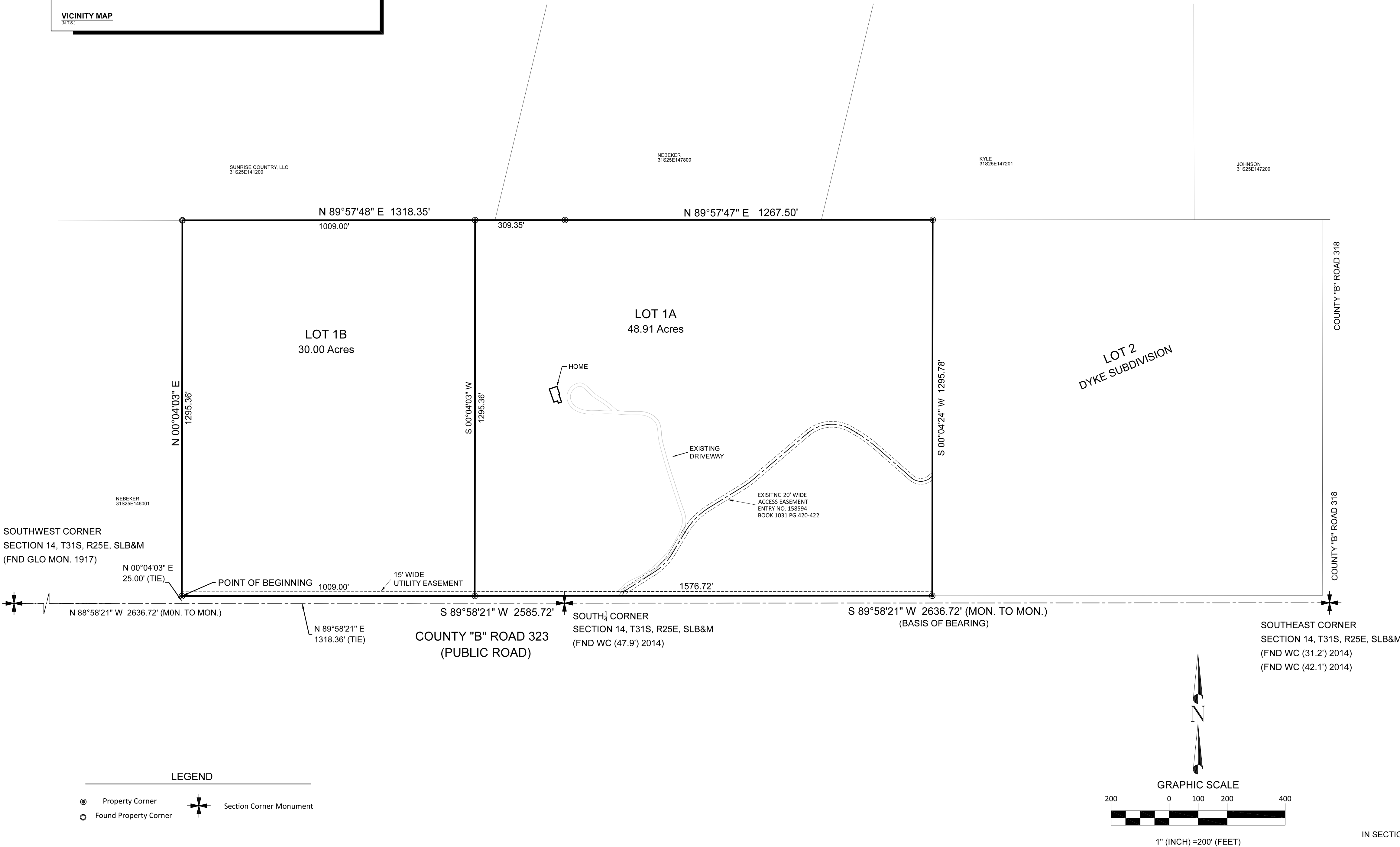
WHOM DID ACKNOWLEDGE
TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

NARRATIVE

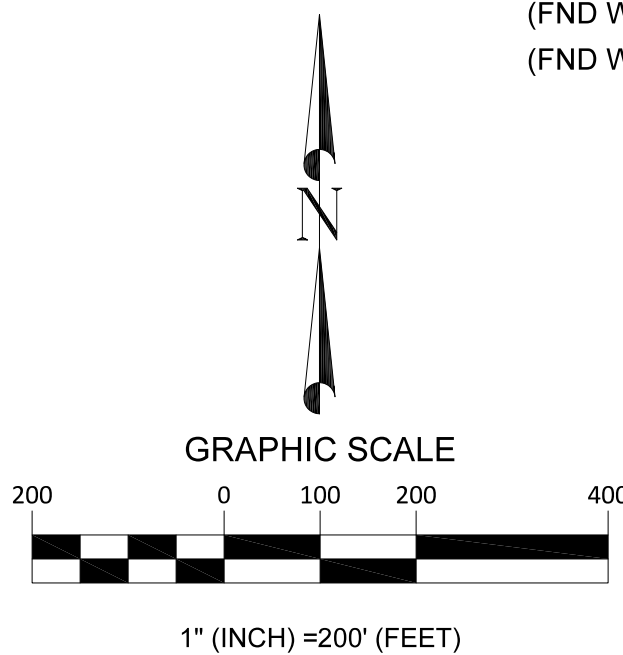
The intent of the subdivision amendment is to divide 30 acres of the west side of Lot 1, Dyke Subdivision to convey land to family. A new Subdivision of Lot 1, Dyke Subdivision is being done at the new owners request to change the name of their subdivision to Double R Ranch. Lot 1, Dyke Subdivision will be vacated.

Basis of bearing is N 89°58'21" E between the calculated South Quarter corner and the calculated Southeast corner of Section 14, Township 31 South, Range 25 East, Salt Lake Base and Meridian.



LEGEND

Property Corner
Found Property Corner
Section Corner Monument



A SUBDIVISION LOCATED IN
IN SECTION 14, TOWNSHIP 31 SOUTH, RANGE 25 EAST,
SALT LAKE BASE AND MERIDIAN



30 South 100 East
Moab, UT 84532
435.259.8171

Project 095-20

Date 08/13/20

Sheet 1 OF 1

COUNTY SURVEYOR

I HAVE REVIEWED THIS PLAT AND FIND IT TO MEET THE MINIMUM
STATUTORY REQUIREMENTS OF:
UTAH CODE, TITLE 17, CHAPTER 23
UTAH CODE, TITLE 17, CHAPTER 27a-6
SAN JUAN COUNTY SUBDIVISION ORDINANCE - AMENDED APRIL, 2016

COUNTY SURVEYOR DATE

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ____ DAY OF _____, 2019.

ATTORNEY

COUNTY BOARD OF HEALTH

APPROVED THIS ____ DAY OF _____, 2019.

PLANNING COMMISSION CERTIFICATE

APPROVED THIS ____ DAY OF _____, 2019.
BY SAN JUAN COUNTY PLANNING COMMISSION.

CHAIRMAN

COUNTY COMMISSION APPROVAL

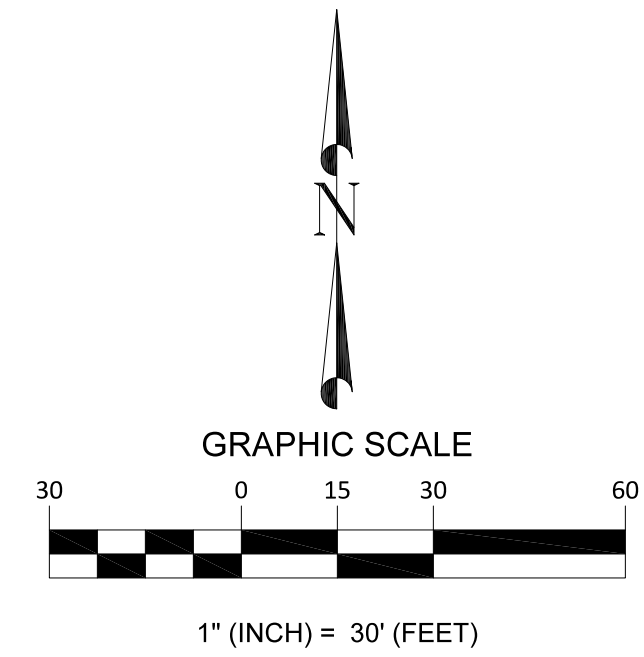
PRESENTED TO THE _____
THIS ____ DAY OF _____, 2019.
SUBDIVISION WAS ACCEPTED AND APPROVED.

ATTEST

COUNTY RECORDER

STATE OF UTAH, SAN JUAN COUNTY, RECORDED AT THE REQUEST OF

DATE _____ BOOK _____ PAGE _____ FEE _____



AMENDING LOT 4, ZUFELT SUBDIVISION
A SUBDIVISION LOCATED WITHIN
SECTION 36, TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN

EAST QUARTER CORNER
SECTION 36, T26S, R222E
SLB&M
(MONUMENT FOUND)

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as

and that the same has been correctly surveyed and monumented on the ground as shown on this plat

Beginning at the Northeast corner of Lot 4, Zufelt Subdivision, said point being North 89°55' East 910.47 feet (RECORD= 912.8") and South 03°19' West 86.95 feet (RECORD= 87.5") from the Center Quarter corner of Section 36, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence South 03°19' West 289.44 feet; thence with a curve having a radius of 1325.32 feet, to the left with an arc length of 126.1 feet, (a chord bearing of North 87°16'00" West 126.00 feet); thence West 8.90 feet (RECORD= 8.5"); thence North 15°01'00" West 175.20 feet; thence North 89°55'00" East 25.90 feet; thence North 00°51'00" West 113.70 feet; thence East 172.68 feet (RECORD= 172.9") to the point of beginning, having an area of 46,959 square feet, 1.08 acres.

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, together with easements as set forth to be hereafter known as

Do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.

In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20_____

CHEILA RISENHOOVER

STATE OF _____ }
COUNTY OF _____ } S.S.



ON THE _____ DAY OF _____ 20_____, PERSONALLY APPEARED BEFORE ME

_____, WHOM DID ACKNOWLEDGE
TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR
THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____

MY COMMISSION EXPIRES: _____

The property has been accurately surveyed with the intent to subdivide land. Lot 4 of the Zueflf Subdivision will be divided into two lots. The Rear lot will use the existing 25' wide private Drive called Zueflf Lane. The basis of bearing is N 89°55' E between the Center Quarter corner and the East Quarter corner of Section 36, Township 26 South, Range 22 East, Salt Lake Base and Meridian. 5/8" x 24" rebar with survey cap to be placed at all lot corners or rights of way. Off-set pins to be placed in the back of the curb where applicable, in lieu of rebar and cap at front corners.

 Property Corner
 Found Property Corner
 Section Corner Monument
 Overhead Power Line
 Fence

APPROVED AS TO FORM THIS _____ DAY OF _____, 2018.

ATTORNEY

APPROVED THIS _____ DAY OF _____, 2018.

APPROVED THIS _____ DAY OF _____, 2018.

BY SAN JUAN COUNTY PLANNING COMMISSION.

CHAIRMAN

PRESENTED TO THE _____

THIS _____ DAY OF _____, 2018.

SUBDIVISION WAS ACCEPTED AND APPROVED.

ATTEST

STATE OF UTAH, SAN JUAN COUNTY, RECORDED AT THE REQUEST OF

DATE _____ BOOK _____ PAGE _____ FEE _____

I HAVE REVIEWED THIS PLAT AND FIND IT TO MEET THE MINIMUM
STATUTORY REQUIREMENTS OF:
UTAH CODE, TITLE 17, CHAPTER 23
UTAH CODE, TITLE 17, CHAPTER 27a-6
SAN JUAN COUNTY SUBDIVISION ORDINANCE - AMENDED APRIL, 2016

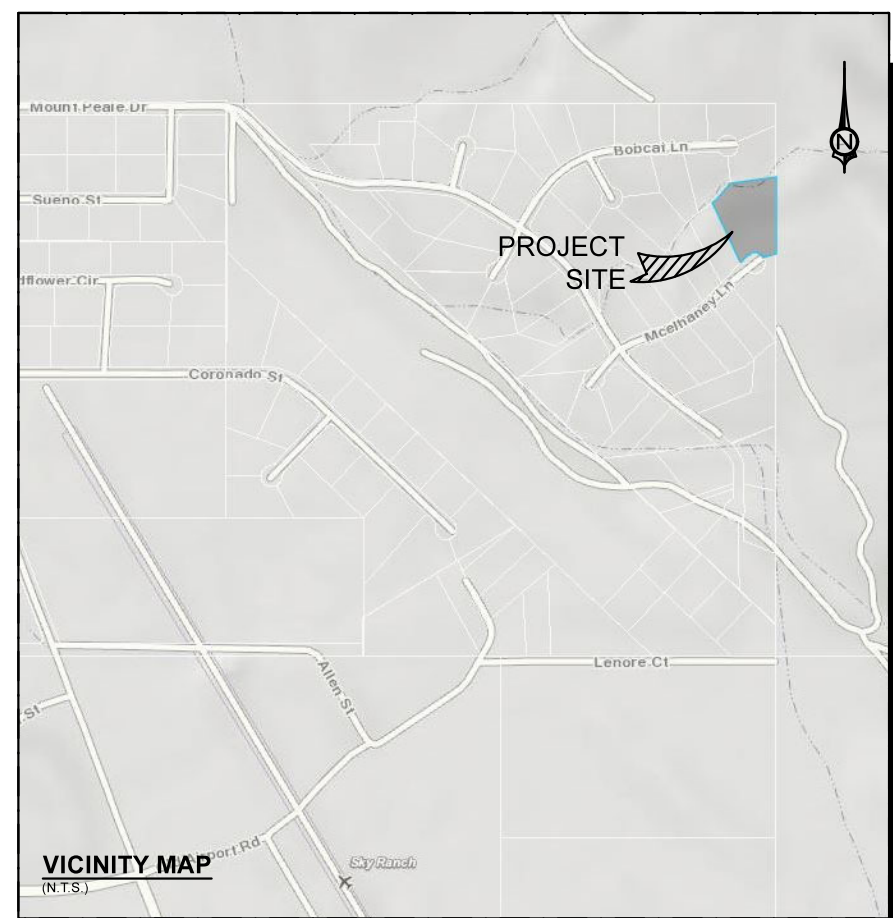
COUNTY SURVEYOR _____ DATE _____

AMENDING LOT 4, ZUFELT SUBDIVISION
A SUBDIVISION LOCATED WITHIN
SECTION 36, TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN



Date 8/4/20

Sheet 1 OF 1



FINAL PLAT OF
AMENDING LOT 33, SAN JUAN ESTATES PHASE III, 3RD AMENDMENT
AMENDING LOT 33A & 33B, SAN JUAN ESTATES PHASE III, LOT 33 AMENDED
A SUBDIVISION LOCATED WITHIN
SECTION 36, TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN

SURVEYOR'S CERTIFICATE

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as

AMENDING LOT 33, SAN JUAN ESTATES PHASE III, 3RD AMENDMENT

and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake
License No. 7540504

Date

BOUNDARY DESCRIPTION

Beginning at the Northeast corner of Lot 33, San Juan Estates, Phase III, said point being South 354.7 feet from the East ¼ Corner of Section 36, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding with Said Lot 33 thence South 369.4 feet; thence South 77°56' West 61.9 feet; thence with a 50.0 foot radius curve to the left 49.81 feet, (with a chord bearing North 57°04'42" West 37.89 feet); thence with a 50.0 foot radius curve to the left 49.81 feet, (with a chord bearing South 72°07'00" West 47.77 feet); thence South 43°35' West 47.9 feet; thence North 25°07' West 317.8 feet; thence North 56°41' East 22.4 feet; thence North 40°34' East 107.4 feet; thence North 82°16' East 219.1 feet to the point of beginning, having an area of 2.06 acres.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as

AMENDING LOT 33, SAN JUAN ESTATES PHASE III, 3RD AMENDMENT

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

CRISTIE NORTH

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } S.S.

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME,

WHOM DID ACKNOWLEDGE
TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

SURVEY NARRATIVE

The property has been accurately surveyed with the intent to subdivide land. We are amending San Juan Estates, Phase III, Lot 33 Amended and Correct plat. The intent of this amendment is to divide Lot 33A and Lot 33B into three lots with a private access through the center as shown. The basis of bearing is N 89°55' E between the Center corner and the East 1/4 corner of Section 36, Township 26 South, Range 22 East, Salt Lake Base and Meridian. 5/8" x 24" rebar with survey cap to be placed at all lot corners or rights of way.

A SUBDIVISION LOCATED WITHIN
SECTION 36, TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN

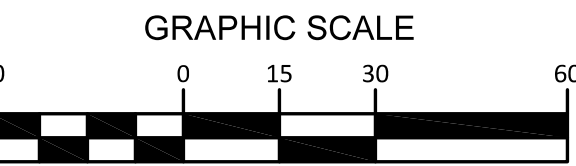


30 South 100 East
Moab, UT 84532
435.259.8171

Project 071-20

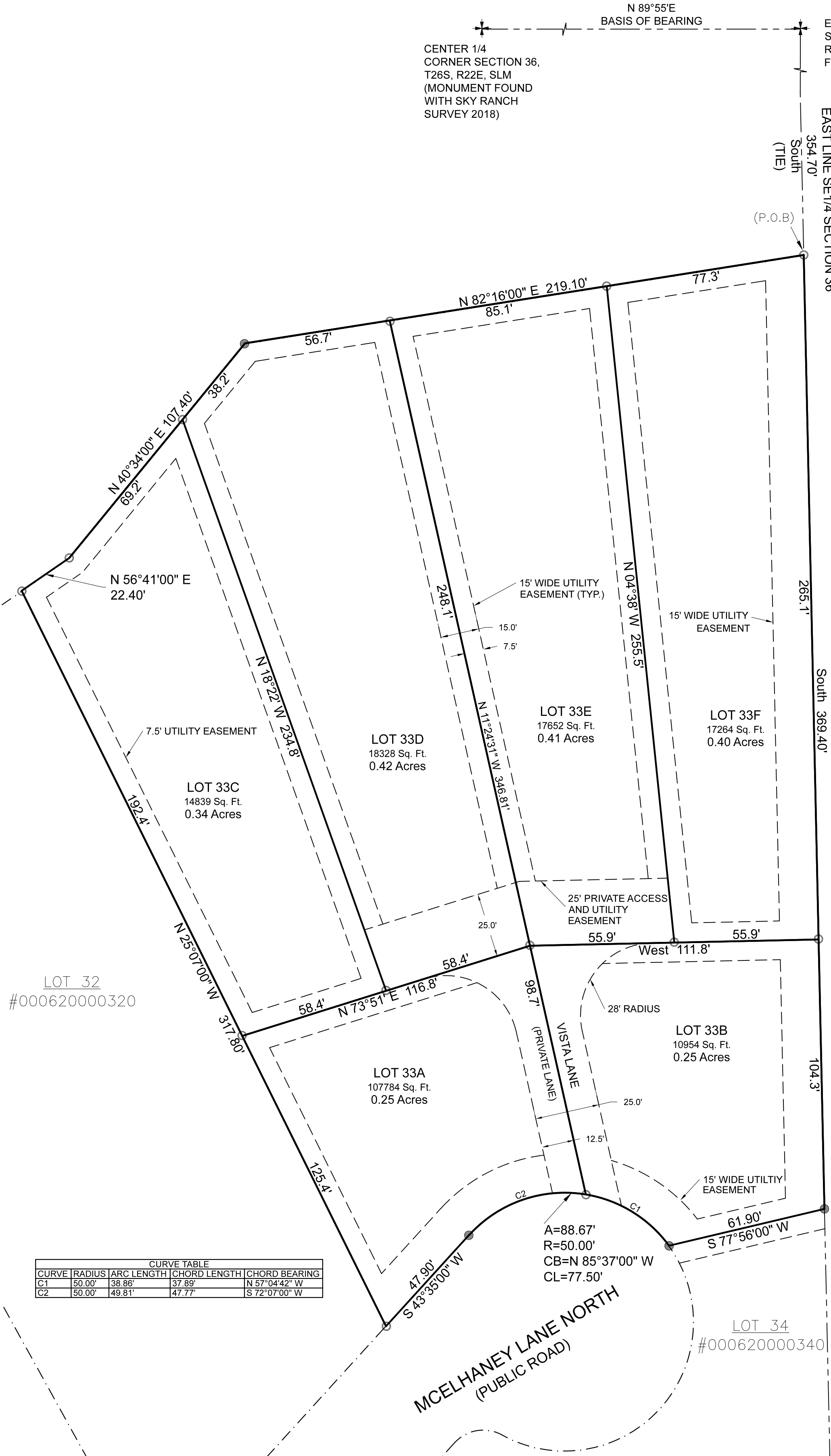
Date 8/13/20

Sheet 1 of 1



LEGEND

● PROP. CORNER FOUND Section Corner Monument
○ PROP. CORNER SET
- - - - - UTILITY EASEMENT



COUNTY SURVEYOR

I HAVE REVIEWED THIS PLAT AND FIND IT TO MEET THE MINIMUM STATUTORY REQUIREMENTS OF:
UTAH CODE, TITLE 17, CHAPTER 23
UTAH CODE, TITLE 17, CHAPTER 27a-6
SAN JUAN COUNTY SUBDIVISION ORDINANCE - AMENDED APRIL, 2016

COUNTY SURVEYOR DATE

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 2018.

ATTORNEY

COUNTY BOARD OF HEALTH

APPROVED THIS _____ DAY OF _____, 2018.

PLANNING COMMISSION CERTIFICATE

APPROVED THIS _____ DAY OF _____, 2018.
BY SAN JUAN COUNTY PLANNING COMMISSION.

CHAIRMAN

COUNTY COMMISSION APPROVAL

PRESENTED TO THE _____
THIS _____ DAY OF _____, 2018.
SUBDIVISION WAS ACCEPTED AND APPROVED.

ATTEST

COUNTY RECORDER

STATE OF UTAH, SAN JUAN COUNTY, RECORDED AT THE REQUEST OF

DATE _____ BOOK _____ PAGE _____ FEE _____